



# Wylie City Council

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## NOTICE OF MEETING

### Regular Meeting Agenda

**January 12, 2021 - 6:00 PM**  
**Wylie Municipal Complex**  
**Council Chambers**  
**300 Country Club Road, Building #100**  
**Wylie, Texas 75098**

**Matthew Porter** ..... Mayor  
**David R. Duke** ..... Place 1  
**Dave Strang** ..... Place 2  
**Jeff Forrester** ..... Mayor Pro Tem  
**Candy Arrington** ..... Place 4  
**Timothy T. Wallis, DVM** ..... Place 5  
**Garrett Mize** ..... Place 6  
**Chris Holsted** ..... City Manager  
**Richard Abernathy** ..... City Attorney  
**Stephanie Storm** ..... City Secretary

*In accordance with Section 551.042 of the Texas Government Code, this agenda has been posted at the Wylie Municipal Complex, distributed to the appropriate news media, and posted on the City website: [www.wylietexas.gov](http://www.wylietexas.gov) within the required time frame. The entire Agenda Packet has also been posted on the City of Wylie website: [www.wylietexas.gov](http://www.wylietexas.gov).*

*The Mayor and City Council request that all cell phones and pagers be turned off or set to vibrate. Members of the audience are requested to step outside the Council Chambers to respond to a page or to conduct a phone conversation.*

*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.*

#### CALL TO ORDER

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*Announce the presence of a Quorum*

#### INVOCATION & PLEDGE OF ALLEGIANCE

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#### PRESENTATIONS

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**PS1. Wylie Way Shining Star Students.**

**PS2. Sarah Fuller Day.**

## CITIZENS COMMENTS ON NON-AGENDA ITEMS

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*Residents may address Council regarding an item that is not listed on the Agenda. Residents must fill out a non-agenda form prior to the meeting in order to speak. Council requests that comments be limited to three (3) minutes. In addition, Council is not allowed to converse, deliberate, or take action on any matter presented during citizen participation.*

## CONSENT AGENDA

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

- A. Consider, and act upon, approval of the Minutes of December 8, 2020 Regular Meeting and Work Session and December 21, 2020 Special Called Meeting of the Wylie City Council.**
- B. Consider, and place on file, the monthly Revenue and Expenditure Report for the Wylie Economic Development Corporation as of November 30, 2020.**
- C. Consider, and act upon, the authorization of an Interlocal Agreement between Collin County, Texas and the Rita and Truett Smith Public Library for library services in the amount of \$6,868.00 for Fiscal Year 2020-2021, and authorizing the City Manager to execute any and all necessary documents.**
- D. Consider, and act upon, a preliminary plat for Muddy Creek Wastewater Treatment Plant Addition, to create one lot on 50.38 acres, located at 5401 Pleasant Valley Road.**
- E. Consider, and act upon, a final plat for Muddy Creek Wastewater Treatment Plant Addition, to establish one lot on 50.38 acres, located at 5401 Pleasant Valley Road.**
- F. Consider, and act upon, a final plat for Liberty Private School Addition, being a replat of Lot 1, Block A, to establish two ETJ lots, property located at 1435 East FM 544, in the City of Wylie's Extra Territorial Jurisdiction.**
- G. Consider, and act upon, Ordinance No. 2021-01, amending Zoning Ordinance (2007-23) Article 2, Section 2.5.C Accessory Structures, as it relates to the development standards of accessory structures and carports. (ZC 2020-14).**
- H. Consider, and act upon, Ordinance No. 2021-02, amending Zoning Ordinance (2006-04) Article 5, Sections 5.1.F Land Use Charts and 5.2.F Listed Uses, as they relate to the Automotive Repair, Minor use (ZC 2020-15).**
- I. Consider, and place on file, the City of Wylie Monthly Revenue and Expenditure Report for November 30, 2020.**
- J. Consider, and place on file, the City of Wylie Monthly Investment Report for November 30, 2020.**
- K. Consider, and act upon, the award of RFP #W2021-3-A for an Electronic Bill Presentment and Payment Provider for Utility Billing Department (EBPP); to Invoice Cloud Inc. in the estimated annual amount of \$160,000.00, and authorizing the City Manager to execute any and all necessary documents.**

- L. Consider, and act upon, the approval of the purchase of Tahoe SSV vehicles and in the estimated amount of \$74,092.00 through an inter-local purchasing agreement with The Sheriffs' Association of Texas, and authorizing the City Manager to execute any necessary documents.**
- M. Consider, and act upon, the approval of a Clinical Education Affiliation Agreement between City of Wylie EMS and Wylie Independent School District, and authorizing the City Manager to execute any necessary documents.**
- N. Consider, and act upon, the approval of the purchase of vehicle safety equipment and services in an estimated annual amount of \$100,000.00 from Pursuit Safety Inc. and Priority Public Safety; through a cooperative purchasing agreement with the Collin County Governmental Purchasing Forum/City of Allen; and authorizing the City Manager to execute any necessary documents.**
- O. Consider, and act upon, the approval of the purchase of a Rosenbauer Commander Fire Apparatus from Daco Fire Equipment in the estimated amount of \$1,082,137.00 through a cooperative purchasing contract with Houston Galveston Area Council (HGAC), and authorizing the City Manager to execute any necessary documents.**

#### **REGULAR AGENDA**

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- 1. Consider, and act upon, authorizing the City Manager to sign a Development Agreement, between the City of Wylie and Skorburg Company regarding the use of building materials for the development of a single family planned development generally located on Woodbridge Parkway across from Raymond Cooper Junior High School.**

##### **Executive Summary**

The applicant has requested to enter into a development agreement with the City of Wylie regarding the use of building materials for the development of a single family planned development generally located on Woodbridge Parkway across from Raymond Cooper Junior High School.

- 2. Hold a Public Hearing to consider, and act upon, a recommendation to City Council regarding a change of zoning from Agricultural (AG) to Planned Development - Single Family (PD-SF), to allow for single family development on 13 acres located on Woodbridge Parkway across from Raymond Cooper Junior High School. (ZC 2020-13)**

##### **Executive Summary**

The applicant is requesting to rezone 13 acres located on Woodbridge Parkway across from Raymond Cooper Junior High School. The property is currently zoned Agricultural and contains a single-family residence. The proposal is for a planned development for single family detached use.

- 3. Consider, and act upon, authorizing the City Manager to sign a Development Agreement, between the City of Wylie and Boussel Honrobia (Applicant) regarding the use of building materials for the development of a Light Industrial property located at 32 Steel Road.**

##### **Executive Summary**

The applicant has requested to enter into a development agreement with the City of Wylie while requesting to rezone the property located at 32 Steel Road.

- 4. Hold a Public Hearing, consider, and act upon, a request regarding a change of zoning from Planned Development Ordinance No. 2018-30 (PD 2018-30) to Light Industrial (LI), to allow for light industrial development on 2.9068 located at 32 Steel Road. (ZC2020-16).**

**Executive Summary**

The applicant is requesting to rezone the property located at 32 Steel Road from Planned Development Ordinance No. 2018-30 (PD 2018-30) to Light Industrial (LI).

5. **Hold a Public Hearing, consider, and take action on Resolution No. 2021-01(R) authorizing the use of eminent domain to condemn and determining a public necessity exists to acquire certain property for public use by eminent domain (in fee simple) for the construction, expansion, access, repair, maintenance and replacement of the Ballard Avenue Elevated Water Storage Tank and all appurtenances related thereto; giving notice of an official determination to acquire certain property for public use by eminent domain (in fee simple) for the construction, expansion, access, repair, maintenance and replacement of the Ballard Avenue Elevated Water Storage Tank and all appurtenances related thereto; authorizing the City Manager of the City of Wylie, Texas, to establish procedures for acquiring the property (in fee simple), to offer to acquire said property rights, voluntarily, from the landowner(s) through the making of bona fide offers; appropriating funds; providing for repealing, savings and severability clauses; and providing for an effective date.**

**Executive Summary**

To continue design of the Ballard Avenue Elevated Water Tank project, a property parcel is required. Approval of the Resolution authorizes the City Manager to proceed with acquisition of the parcel, allowing geotechnical borings to be performed on the site and design services to continue. The project, including property acquisition is financed by 2017 Bond Funds and Utility Impact Funds.

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**WORK SESSION**

**WS1. Discuss an update to the Comprehensive Development Plan - Joint with WEDC and Planning and Zoning Commission.**

**WS2. Discuss various allowed uses and the applicability of Special Use Permits - Joint with WEDC and Planning and Zoning Commission.**

**WS3. Discuss Sewer Rates at Senior Living Communities.**

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**EXECUTIVE SESSION**

*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.*

*Recess into Closed Session in compliance with Section 551.001, et.seq. Texas Government Code, to wit:*

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**RECONVENE INTO OPEN SESSION**

*Take any action as a result from Executive Session.*



## READING OF ORDINANCES

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

## ADJOURNMENT

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## CERTIFICATION

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*I certify that this Notice of Meeting was posted on January 8, 2021 at 5:00 p.m. as required by law in accordance with Section 551.042 of the Texas Government Code and that the appropriate news media was contacted. This agenda is also posted on the City of Wylie website: [www.wylietexas.gov](http://www.wylietexas.gov).*

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*Stephanie Storm, City Secretary*

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*Date Notice Removed*



# Wylie City Council

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## Minutes

### Regular Meeting

December 8, 2020 – 6:00 p.m.

Wylie Municipal Complex – Council Chambers

300 Country Club Road, Bldg. 100

Wylie, TX 75098

### **CALL TO ORDER**

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

Staff present included: City Manager Chris Holsted; Assistant City Manager Brent Parker; Assistant City Manager Renae Ollie; Police Chief Anthony Henderson; Fire Chief Brandon Blythe; Public Information Officer Craig Kelly; Finance Director Melissa Beard; Parks and Recreation Director Rob Diaz; Planning Manager Jasen Haskins; Project Engineer Wes Lawson; Public Works Director Tim Porter; Fire Marshal Steve Seddig; City Secretary Stephanie Storm, and various support staff.

### **INVOCATION & PLEDGE OF ALLEGIANCE**

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Cherie Privett, New Hope Christian Church, led the invocation and Cub Scout Pack 5150 led the Pledge of Allegiance.

### **PRESENTATIONS**

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- **"In-Sync Exotics Day" Proclamation**

Mayor Porter and Councilman Wallis presented a proclamation proclaiming December 9, 2020 as In-Sync Exotics Day in Wylie, Texas. Representatives from In-Sync Exotics were present to accept the Proclamation.

### **CITIZEN COMMENTS ON NON-AGENDA ITEMS**

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Sandy DiLorenzo, resident at Mansions of Wylie, addressed Council with concerns related to the sewer charge for senior citizens.

Justin Tubb, Property Manager at Mansions of Wylie, addressed Council requesting the City allow the property to utilize the senior rate for sewer.

Mayor Porter requested the City Manager reach out to the Mansions regarding the sewer rate.

## **CONSENT AGENDA**

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

- A. Consider, and act upon, approval of the Minutes of November 17, 2020 Regular Meeting of the Wylie City Council.** *(S. Storm, City Secretary)*
- B. Consider, and place on file, Animal Shelter Advisory Board report to the City Council regarding meeting held on November 11, 2020.** *(A. Henderson, Police Chief)*
- C. Consider, and act upon, the rejection of all submissions for RFP #W2020-42-A Community Development and Work Order Software, and authorizing the City Manager to sign any and all necessary documents.** *(G. Hayes, Purchasing Manager)*
- D. Consider, and act upon, a final plat for Fire Station #4 Addition Lot 1R Block A, being a replat of Lots 1 and 2 Block 1 to establish one lot on 3.195 acres, located at 3200 McMillen Road.** *(J. Haskins, Planning Manager)*
- E. Consider, and act upon, a final plat of Wylie Auto Addition, establishing two commercial lots on 4.118 acres, located at 2017 N State Highway 78.** *(J. Haskins, Planning Manager)*
- F. Consider, and act upon, a preliminary plat for Browngate Pointe, creating 39 Residential, seven open space, and one commercial lot on 6.550 acres, generally located at the northeast corner of Brown Street and Sanden Boulevard.** *(J. Haskins, Planning Manager)*
- G. Consider, and act upon, Ordinance No. 2020-63, amending Chapter 34 - Courts, by establishing the Municipal Court in Wylie as a Municipal Court of Record.** *(L. Davis, Court Administrator)*
- H. Consider, and place on file, the monthly Revenue and Expenditure Report for the Wylie Economic Development Corporation as of October 31, 2020.** *(J. Greiner, WEDC Executive Director)*
- I. Consider, and place on file, the City of Wylie Monthly Revenue and Expenditure Report for October 31, 2020.** *(M. Beard, Finance Director)*
- J. Consider, and place on file, the City of Wylie Monthly Investment Report for October 31, 2020.** *(M. Beard, Finance Director)*
- K. Consider, and act upon, Resolution No. 2020-62(R) of the City of Wylie, Texas Suspending the January 23, 2021 effective date of CoServ Gas, Ltd.'S requested increase to permit the City time to study the request and to establish reasonable rates; approving cooperation with other cities in the CoServ Gas, Ltd. service area; hiring legal and consulting services to negotiate with the company and direct any necessary litigation and appeals; authorizing intervention in Docket OS-20-00005136 at the Railroad Commission; requiring reimbursement of cities' rate case expenses; finding that the meeting at which this Resolution is passed is open to the public as required by law; requiring notice of this Resolution to the company and legal counsel.** *(C. Holsted, City Manager)*
- L. Consider, and act upon, the approval of W2021-29-I for the purchase of Laserfiche Rio document handling software and annual maintenance from MCCI in the amount of \$54,579.11 through a cooperative purchasing contract with the Texas Association of School Boards/Buy Board, and authorizing the City Manager to execute any necessary documents.** *(G. Hayes, Purchasing Manager)*

Mayor Porter stated staff requested Item L be pulled from Consent Agenda and considered individually.

### **Council Action**

A motion was made by Councilman Duke, seconded by Councilman Mize, to approve Consent Agenda Items A-K as presented. A vote was taken and motion passed 6-0 with Mayor *pro tem* Forrester absent.

### **REGULAR AGENDA**

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- L. Consider, and act upon, the approval of W2021-29-I for the purchase of Laserfiche Rio document handling software and annual maintenance from MCCI in the amount of \$54,579.11 through a cooperative purchasing contract with the Texas Association of School Boards/Buy Board, and authorizing the City Manager to execute any necessary documents. (G. Hayes, Purchasing Manager)**

### **Staff Comments**

Purchasing Manager Hayes addressed Council stating a new cooperative purchasing agreement went into effect on December 1, which resulted in a new quote of \$59,114.61.

### **Council Action**

A motion was made by Councilman Wallis, seconded by Councilman Duke, to approve Consent Agenda Item L with the amended amount of \$59,114.61. A vote was taken and motion passed 6-0 with Mayor *pro tem* Forrester absent.

- 1. Hold a Public Hearing to consider, and act upon, amending Zoning Ordinance (2001-48) Article 2, Section 2.5.C Accessory Structures, as it relates to the development standards of accessory structures and carports (ZC 2020-14). (J. Haskins, Planning Manager)**

### **Staff Comments**

Planning Manager Haskins addressed Council stating Planning staff and the Planning and Zoning Commission held a Work Session at the September 15, 2020 Planning and Zoning Commission meeting to discuss recommended changes to the Zoning Ordinance related to the accessory structures and carports. After a staff presentation and some discussion, the Commission directed staff to draft a Zoning Ordinance amendment. Haskins reported the amendments include: recommended changes for accessory structures to reduce the standard rear and side setbacks from five feet to three feet, to increase the allowed height from 14 feet to 15 feet on lots under one acre, and increase to a height of 20 feet for lots over one acre in size. Accessory structures with a height over 15 feet and to a maximum of 20 feet would be required to comply with the rear and side setbacks of the primary structure. The recommended change for Carports is to reduce the rear setback for residential properties with rear alley access from 20 feet to five feet. This setback would allow maneuvering space for vehicles such as garbage trucks, utilities, and maintenance vehicles.

Staff supports the stated amendments as there have been numerous approved variances related to setbacks and accessory structure heights. The Commission voted 6-0 to recommend approval.

### **Public Hearing**

Mayor Porter opened the public hearing on Item 1 at 6:31 p.m. asking anyone present wishing to address Council to come forward.

No one came forward for the public hearing.

Mayor Porter closed the public hearing at 6:31 p.m.

### **Council Action**

A motion was made by Councilman Duke, seconded by Councilman Strang, to approve amending Zoning Ordinance (2001-48) Article 2, Section 2.5.C Accessory Structures, as it relates to the development standards

of accessory structures and carports. (ZC 2020-14). A vote was taken and motion passed 6-0 with Mayor *pro tem* Forrester absent.

2. **Hold a Public Hearing to consider, and act upon, amending Zoning Ordinance (2001-48) Article 5, Sections 5.1.F Land Use Charts and 5.2.F Listed Uses, as they relate to the Automotive Repair, Minor use (ZC 2020-15).** (*J. Haskins, Planning Manager*)

#### **Staff Comments**

Planning Manager Haskins addressed Council stating Planning staff and the Planning and Zoning Commission held a Work Session at the August 18, 2020 Planning and Zoning Commission meeting to discuss recommended changes to the Zoning Ordinance related to the Automotive Repair, Minor use. After a staff presentation and some discussion; including data regarding the use as allowed in surrounding cities, the Commission directed staff to draft a Zoning Ordinance amendment. Haskins reported the amendments include: amend the Zoning Ordinance use chart to require a Special Use Permit (SUP) for the Automobile Repair, Minor use when the use is within the Community Retail and Commercial Corridor Zoning Districts, allow the use by right in Heavy Industrial Zoned Districts, require additional provisions in all zoning districts and not just Neighborhood Services, and require additional provisions when the use is within the Light Industrial or Heavy Industrial Zoning Districts by requiring a SUP when it is within 300 feet from a residentially zoned district. The Commission voted 6-0 to recommend approval.

#### **Public Hearing**

Mayor Porter opened the public hearing on Item 2 at 6:37 p.m. asking anyone present wishing to address Council to come forward.

No one came forward for the public hearing.

Mayor Porter closed the public hearing at 6:37 p.m.

#### **Council Action**

A motion was made by Councilman Mize, seconded by Councilman Strang, to approve amending Zoning Ordinance (2001-48) Article 5, Sections 5.1.F Land Use Charts and 5.2.F Listed Uses, as they relate to the Automotive Repair, Minor use (ZC 2020-15). A vote was taken and motion passed 6-0 with Mayor *pro tem* Forrester absent.

3. **Consider, and act upon, a preliminary plat for Wyndham Ridge Addition, to create 119 single family lots and three open space lots on 23.5226 acres in the City of Wylie Extra Territorial Jurisdiction, generally located on Sachse Road approximately 900' southwest of Pleasant Valley Road.** (*J. Haskins, Planning Manager*)

#### **Staff Comments**

Planning Manager Haskins addressed Council stating the applicant is proposing to create 119 single family lots and three open space lots on 23.5226 acres in the City of Wylie Extra Territorial Jurisdiction (ETJ). As the proposed subdivision is outside City limits but within the ETJ of the City, the provisions and requirements of the City Zoning Ordinance do not apply, but the Subdivision Regulations are applicable. Haskins stated the plat is technically correct and abides by all aspects of the City of Wylie Subdivision Regulations and the Commission voted 6-0 to recommend approval.

#### **Council Comments**

Mayor Porter stated there was research done prior to the meeting by staff regarding the entrances not meeting the distance requirements; however, the applicant is installing sprinklers in each home and that shall be accepted by the Council as an alternative.

### **Council Action**

A motion was made by Councilman Mize, seconded by Councilwoman Arrington, to approve a preliminary plat for Wyndham Ridge Addition, to create 119 single family lots and three open space lots on 23.5226 acres in the City of Wylie Extra Territorial Jurisdiction, generally located on Sachse Road approximately 900' southwest of Pleasant Valley Road. A vote was taken and motion passed 6-0 with Mayor *pro tem* Forrester absent.

- 4. Consider, and act upon, Ordinance No. 2020-64 amending Ordinance Nos. 2020-24, 2020-25, 2020-26, 2020-29, 2020-31, 2020-35, 2020-38, 2020-41, 2020-48, 2020-53, and 2020-62 Continuing or Renewing the Mayor's Declaration of Local Disaster for a Public Health Emergency and establishing new orders to help abate the COVID-19 public health crisis. (C. Holsted, City Manager)**

### **Staff Comments**

City Manager Holsted addressed Council stating staff is requesting the extension of the Declaration of Local Disaster until January 26, 2021.

### **Council Action**

A motion was made by Councilman Wallis, seconded by Councilman Strang, to approve Ordinance No. 2020-64 amending Ordinance Nos. 2020-24, 2020-25, 2020-26, 2020-29, 2020-31, 2020-35, 2020-38, 2020-41, 2020-48, 2020-53, and 2020-62 Continuing or Renewing the Mayor's Declaration of Local Disaster for a Public Health Emergency and establishing new orders to help abate the COVID-19 public health crisis. A vote was taken and motion passed 6-0 with Mayor *pro tem* Forrester absent.

Mayor Porter convened the Council into a break at 6:46 p.m.

Mayor Porter reconvened the Council into Work Session at 6:51 p.m.

### **WORK SESSION**

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- Discuss a potential request for a change of zoning from Neighborhood Services District (NS) to Multifamily District (MF) on 2.00 acres on Country Club Road approximately 1200' north of Brown Street. (J. Haskins, Planning Manager)**

Planning Manager Haskins addressed Council stating the property owner of an unplatted two-acre tract located east of the Cox Fine Floors has requested to hold a work session to discuss the potential development of a multi-family development. A Traffic Impact Analysis (TIA) found that the one access point and the way vehicles move in and out would not be safe or conducive to a high density use such as multi-family. Haskins reported the subdivision regulations require all lots to provide at least 30 feet of street frontage. The lot is served by an existing 24-foot fire lane. The additional six feet width cannot be accomplished without affecting the parking layout of the existing Cox Fine Floors business. Staff's recommendation, should proceeding with rezoning be agreeable, is for one additional access point to be provided using the adjacent property to the south and for a variance to be granted for the 24-foot street frontage. Haskins stated the purpose of this work session is to determine if the development's current design fits the location, density and aesthetics for the area prior to requiring the applicant to apply for variances for the aforementioned 24-foot access point and negotiation with adjacent property owners for the second access point to the south.

Vamsidar Malgireddy, applicant, gave a short presentation showing the vicinity map, survey, drainage exhibit, site plan, building floor plan, building elevations, street views, and renditions of the inside and outside of the buildings.

Malgireddy and Haskins answered questions from Council.

Council feedback included Council members preferring a different use for this site, and Council members open to exploring it with stated concerns regarding traffic and the access point(s).

- **Discussion regarding results of the City of Wylie 2020 Pavement Management Services Pavement Condition Report.** (*T. Porter, Public Works Director*)

Public Works Director Porter addressed Council stating in April 2020 City staff budgeted and planned for a professional pavement assessment to provide a proactive approach to reviewing the condition of the City's roadway network and offer recommendations for planning annual pavement maintenance preservation project funding.

Scott McDonald, representing DTS, addressed Council reviewing the results and giving an overview of the Pavement Management Services Pavement Condition Report which included: Pavement Management and Condition Assessment: prediction of life expectancy and performance, data collection technology using a mobile asset collection van, right-of-way imaging, asphalt distress rating, concrete distress rating, surface type distribution, and PCI score classes; Pavement Condition Results and Distresses: pavement conditions, 2020 network results, and distresses; Budget Scenarios: treatment activities, do nothing scenario, best first scenario, worst first scenario, and alternative budget-best first scenario.

Public Works Director Porter answered questions from Council. Porter stated Council recommended the best first scenario.

#### **RECONVENE INTO REGULAR SESSION**

Mayor Porter convened the Council into Open Session at 8:04 p.m.

#### **READING OF ORDINANCES**

City Secretary Storm read the captions to Ordinance Nos. 2020-63 and 2020-64 into the official record.

#### **ADJOURNMENT**

A motion was made by Councilman Duke, seconded by Councilman Strang, to adjourn the meeting at 8:07 p.m. A vote was taken and motion passed 6-0 with Mayor *pro tem* Forrester absent.

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**Matthew Porter, Mayor**

**ATTEST:**

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**Stephanie Storm, City Secretary**



# Wylie City Council

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## Minutes

### Special Called Meeting

December 21, 2020 – 6:00 p.m.

Wylie Municipal Complex – Council Chambers

300 Country Club Road, Bldg. 100

Wylie, TX 75098

### CALL TO ORDER

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

Staff present included: City Manager Chris Holsted; Fire Chief Brandon Blythe; Public Information Officer Craig Kelly; Finance Director Melissa Beard; Records Analyst Darcee Watson, and various support staff.

### INVOCATION & PLEDGE OF ALLEGIANCE

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

### CITIZEN COMMENTS ON NON-AGENDA ITEMS

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No citizens were present wishing to address Council.

### REGULAR AGENDA

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- 1. Consider, and act upon, Resolution No. 2020-63(R) authorizing the City Manager to execute an Interlocal Agreement with Collin County for reimbursement of COVID-19 expenditures already paid and incurred related to public safety employees. (C. Holsted, City Manager)**

#### Staff Comments

City Manager Holsted addressed Council stating the Collin County Commissioners Court agreed to distribute an additional \$28.6 million to 14 Collin County cities to reimburse for public safety expenditures. The reimbursement to the City of Wylie totals \$1,462,769.68.

#### Council Action

A motion was made by Councilman Duke, seconded by Mayor *pro tem* Forrester, to approve Resolution No. 2020-63(R) authorizing the City Manager to execute an Interlocal Agreement with Collin County for reimbursement of COVID-19 expenditures already paid and incurred related to public safety employees. A vote was taken and motion passed 5-0 with Councilman Wallis and Councilwoman Arrington absent.



2. **Consider, and act upon, Ordinance No. 2020-65 amending Ordinance No. 2020-44 (2020-2021 Budget) for proposed budget amendments for fiscal year 2020-2021; providing for repealing, savings and severability clauses; and providing an effective date of this Ordinance.** (*M. Beard, Finance Director*)

#### **Staff Comments**

Finance Director Beard addressed Council stating the budget amendment request affects two funds. Fund 140 revenue is being amended to show receipt of the new county distribution and then re-allocating this amount plus the remaining 2020 distribution to the General Fund (100). Beard stated the revenue received by the General Fund will generate a larger than anticipated fund balance which will be available for Council direction after all COVID-related expenses have been approved by Collin County.

#### **Council Action**

A motion was made by Mayor *pro tem* Forrester, seconded by Councilman Mize, to approve Ordinance No. 2020-65 amending Ordinance No. 2020-44 (2020-2021 Budget) for proposed budget amendments for fiscal year 2020-2021; providing for repealing, savings and severability clauses; and providing an effective date of this Ordinance. A vote was taken and motion passed 5-0 with Councilman Wallis and Councilwoman Arrington absent.

#### **READING OF ORDINANCES**

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Records Analyst Watson read the caption to Ordinance No. 2020-65 into the official record.

#### **ADJOURNMENT**

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A motion was made by Mayor *pro tem* Forrester, seconded by Councilman Duke, to adjourn the meeting at 6:10 p.m. A vote was taken and motion passed 5-0 with Councilman Wallis and Councilwoman Arrington absent.

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**Matthew Porter, Mayor**

**ATTEST:**

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**Stephanie Storm, City Secretary**



# Wylie City Council

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## AGENDA REPORT

**Meeting Date:** January 12, 2021  
**Department:** WEDC  
**Prepared By:** Jason Greiner  
**Date Prepared:** November 30, 2020

**Item Number:** B  
*(City Secretary's Use Only)*  
**Account Code:** \_\_\_\_\_  
**Exhibits:** \_\_\_\_\_

### Subject

Consider, and place on file, the monthly Revenue and Expenditure Report for the Wylie Economic Development Corporation as of November 30, 2020.

### Recommendation

Motion to approve the monthly Revenue and Expenditure Report for the Wylie Economic Development Corporation as of November 30, 2020.

### Discussion

The Wylie Economic Development Corporation (WEDC) Board of Directors approved the attached financials on January 7, 2021.

# Wylie Economic Development Corporation

## MONTHLY FINANCIAL REPORT

November 30, 2020

ACCOUNT DESCRIPTION	ANNUAL BUDGET FY 2020-2021	CURRENT MONTH FY 2020-2021	PRIOR YEAR PO ADJUST.	YTD ACTUAL FY 2020-2021	YTD ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET FY 2020-2021	
<b>REVENUE SUMMARY</b>								
CLAIM ON CASH / Bal Sheet	\$ 1,407,509.00			\$ 1,560,831.49				
SALES TAX	\$ 2,968,437.00	\$ -	\$ -	\$ -	\$ -	\$ 2,968,437.00	0.00%	A
ALLOCATED INTEREST EARNINGS	\$ 6,000.00	\$ -	\$ -	\$ 73.37	\$ -	\$ 5,926.63	1.22%	
RENTAL INCOME	\$ 153,240.00	\$ 3,735.00	\$ -	\$ 10,320.00	\$ -	\$ 142,920.00	6.73%	
GAIN/LOSS - SALE OF PROPERTY	\$ 164,500.00	\$ -	\$ -	\$ -	\$ -	\$ 164,500.00	0.00%	
BANK NOTE PROCEEDS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	
<b>REVENUES</b>	<b>\$ 3,292,177.00</b>	<b>\$ 3,735.00</b>	<b>\$ -</b>	<b>\$ 10,393.37</b>	<b>\$ -</b>	<b>\$ 3,281,783.63</b>	<b>0.32%</b>	
<b>EXPENDITURE SUMMARY</b>								
PERSONNEL	\$ 336,516.00	\$ 25,919.75	\$ -	\$ 42,685.04	\$ -	\$ 293,830.96	12.68%	
OPERATING EXPENSES	\$ 56,703.00	\$ 7,617.16	\$ -	\$ 12,255.13	\$ 827.38	\$ 43,620.49	23.07%	B
INCENTIVES	\$ 1,130,310.00	\$ 337,500.00	\$ -	\$ 337,500.00	\$ -	\$ 792,810.00	29.86%	
SPECIAL SERVICES	\$ 88,481.00	\$ 3,723.39	\$ -	\$ 4,686.49	\$ 1,331.78	\$ 82,462.73	6.80%	
ADVERTISING	\$ 114,100.00	\$ 3,020.00	\$ -	\$ 3,020.00	\$ 7,038.38	\$ 104,041.62	8.82%	
COMMUNITY DEVELOPMENT	\$ 44,550.00	\$ 1,524.27	\$ -	\$ 1,524.27	\$ -	\$ 43,025.73	3.42%	
TRAVEL & TRAINING	\$ 62,600.00	\$ 805.90	\$ -	\$ 805.90	\$ -	\$ 61,794.10	1.29%	
DUES & SUBSCRIPTIONS	\$ 30,018.00	\$ 6,002.42	\$ -	\$ 11,757.55	\$ -	\$ 18,260.45	39.17%	
AUDIT & LEGAL	\$ 33,000.00	\$ 3,000.00	\$ -	\$ 3,000.00	\$ 267.15	\$ 29,732.85	9.90%	
ENGINEERING & ARCHITECTURAL	\$ 87,500.00	\$ -	\$ -	\$ -	\$ 30,504.42	\$ 56,995.58	34.86%	
DEBT SERVICE	\$ 541,878.00	\$ 50,733.93	\$ -	\$ 101,012.77	\$ -	\$ 440,865.23	18.64%	
LAND	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	
INFRASTRUCTURE PROJECTS	\$ 1,005,000.00	\$ 186,680.00	\$ -	\$ 186,680.00	\$ -	\$ 818,320.00	18.58%	
FURNITURE & FIXTURES	\$ 2,500.00	\$ 797.00	\$ -	\$ 797.00	\$ -	\$ 1,703.00	31.88%	
CONTRA CAPITAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	
<b>TOTAL EXPENDITURES</b>	<b>\$ 3,533,156.00</b>	<b>\$ 627,323.82</b>	<b>\$ -</b>	<b>\$ 705,724.15</b>	<b>\$ 39,969.11</b>	<b>\$ 2,787,462.74</b>	<b>21.11%</b>	
<b>REV OVER/(UNDER) EXPEN</b>	<b>\$ (240,979.00)</b>	<b>\$ (623,588.82)</b>	<b>\$ -</b>	<b>\$ (695,330.78)</b>	<b>\$ (39,969.11)</b>	<b>\$ 494,320.89</b>		

A. SLSTX Rev earned in Sept, allocated in Nov, was \$384,953.89, an increase of 24.85% over the same period in 2019.

Sales Tax received for all 12 months of FY due to 2 month accrual to prior FY.

B. Operating Expenses include Supplies, Maint Materials, Rental, Communication, Insurance and Utilities.

Wylie Economic Development Corporation  
Statement of Net Position  
As of November 30, 2020

**Assets**

Cash and cash equivalents	\$ 1,562,890.69	
Receivables	\$ 130,000.00	Note 1
Inventories	\$ 12,027,937.50	
Prepaid Items	\$ -	
<b>Total Assets</b>	<b>\$ 13,720,828.19</b>	

**Deferred Outflows of Resources**

Pensions	\$ 134,955.55
<b>Total deferred outflows of resources</b>	<b>\$ 134,955.55</b>

**Liabilities**

Accounts Payable and other current liabilities	\$ 37,732.43	
Unearned Revenue	\$ 40,200.00	Note 2
Non current liabilities:		
Due within one year	\$ 374,845.78	Note 3
Due in more than one year	\$ 5,107,130.44	
<b>Total Liabilities</b>	<b>\$ 5,559,908.65</b>	

**Deferred Inflows of Resources**

Pensions	\$ (1,490.41)
<b>Total deferred inflows of resources</b>	<b>\$ (1,490.41)</b>

**Net Position**

Net investment in capital assets	\$ -
Unrestricted	\$ 8,297,365.50
<b>Total Net Position</b>	<b>\$ 8,297,365.50</b>

*Note 1: Includes incentives in the form of forgivable loans for \$70,000 (Exco)  
and \$60,000 (LUV-ROS)*

*Note 2: Exco amortization; deposits from rental property*

*Note 3: Liabilities due within one year includes compensated absences of \$93,673*

111-WYLIE ECONOMIC DEVEL CORP

ACCOUNT#	TITLE	
<b>ASSETS</b>		
=====		
1000-10110	CLAIM ON CASH AND CASH EQUIV.	1,560,831.49
1000-10115	CASH - WEDC - INWOOD	0.00
1000-10135	ESCROW	0.00
1000-10180	DEPOSITS	2,000.00
1000-10198	OTHER - MISC CLEARING	0.00
1000-10341	TEXPOOL	0.00
1000-10343	LOGIC	0.00
1000-10481	INTEREST RECEIVABLE	0.00
1000-11511	ACCTS REC - MISC	0.00
1000-11517	ACCTS REC - SALES TAX	0.00
1000-12810	LEASE PAYMENTS RECEIVABLE	0.00
1000-12950	LOAN PROCEEDS RECEIVABLE	0.00
1000-12996	LOAN RECEIVABLE	0.00
1000-12997	ACCTS REC - JTM TECH	0.00
1000-12998	ACCTS REC - FORGIVEABLE LOANS	70,000.00
1000-14112	INVENTORY - MATERIAL/ SUPPLY	0.00
1000-14116	INVENTORY - LAND & BUILDINGS	12,088,145.50
1000-14118	INVENTORY - BAYCO/ SANDEN BLVD	0.00
1000-14310	PREPAID EXPENSES - MISC	0.00
1000-14410	DEFERRED OUTFLOWS	831,600.00
		14,552,576.99
		=====
TOTAL ASSETS		14,552,576.99
=====		
<b>LIABILITIES</b>		
=====		
2000-20110	FEDERAL INCOME TAX PAYABLE	0.00
2000-20111	MEDICARE PAYABLE	0.00
2000-20112	CHILD SUPPORT PAYABLE	0.00
2000-20113	CREDIT UNION PAYABLE	0.00
2000-20114	IRS LEVY PAYABLE	0.00
2000-20115	NATIONWIDE DEFERRED COMP	0.00
2000-20116	HEALTH INSUR PAY-EMPLOYEE (	20.93)
2000-20117	TMRS PAYABLE	0.00
2000-20118	ROTH IRA PAYABLE	0.00
2000-20119	WORKERS COMP PAYABLE	0.00
2000-20120	FICA PAYABLE	0.00
2000-20121	TEC PAYABLE	0.00
2000-20122	STUDENT LOAN LEVY PAYABLE	0.00
2000-20123	ALIMONY PAYABLE	0.00
2000-20124	BANKRUPTCY PAYABLE	0.00
2000-20125	VALIC DEFERRED COMP	0.00
2000-20126	ICMA PAYABLE	0.00
2000-20127	EMP. LEGAL SERVICES PAYABLE	0.00
2000-20130	FLEXIBLE SPENDING ACCOUNT	1,291.64
2000-20131	EDWARD JONES DEFERRED COMP	0.00
2000-20132	EMP CARE FLITE	12.00
2000-20151	ACCRUED WAGES PAYABLE	0.00
2000-20180	ADDIT EMPLOYEE INSUR PAY	48.00
2000-20199	MISC PAYROLL PAYABLE	0.00

111-WYLIE ECONOMIC DEVEL CORP

ACCOUNT#	TITLE		
2000-20201	AP PENDING	4,136.35	
2000-20210	ACCOUNTS PAYABLE	0.00	
2000-20530	PROPERTY TAXES PAYABLE	0.00	
2000-20540	NOTES PAYABLE	831,600.00	
2000-20810	DUE TO GENERAL FUND	0.00	
2000-22270	DEFERRED INFLOW	39,000.00	
2000-22275	DEF INFLOW - LEASE PRINCIPAL	0.00	
2000-22280	DEFERRED INFLOW - LEASE INT	0.00	
2000-22915	RENTAL DEPOSITS	1,200.00	
TOTAL LIABILITIES			877,267.06
EQUITY			
=====			
3000-34110	FUND BALANCE - RESERVED	0.00	
3000-34590	FUND BALANCE-UNRESERV/UNDESIG	14,370,640.71	
TOTAL BEGINNING EQUITY		14,370,640.71	
TOTAL REVENUE		10,393.37	
TOTAL EXPENSES		705,724.15	
REVENUE OVER/(UNDER) EXPENSES		( 695,330.78)	
TOTAL EQUITY & OVER/(UNDER)			13,675,309.93
TOTAL LIABILITIES, EQUITY & OVER/(UNDER)			14,552,576.99
=====			

922-GEN LONG TERM DEBT (WEDC)

ACCOUNT#	TITLE	
ASSETS		
=====		
1000-10312	GOVERNMENT NOTES	0.00
1000-18110	LOAN - WEDC	0.00
1000-18120	LOAN - BIRMINGHAM	0.00
1000-18210	AMOUNT TO BE PROVIDED	0.00
1000-18220	BIRMINGHAM LOAN	0.00
1000-19050	DEF OUTFLOW TMRS CONTRIBUTIONS	37,244.29
1000-19051	DEF OUTFLOW SDBF CONTRIBUTIONS	472.00
1000-19075	DEF OUTFLOW - INVESTMENT EXP	37,954.48
1000-19100	DEF OUTFLOW - ACT EXP/ASSUMP	59,284.78
1000-19125	(GAIN)/LOSS ON ASSUMPTION CHG(	725.41)
1000-19126	DEF INFLOW SDBF CONTRIBUTIONS(	765.00)
		133,465.14
		-----
TOTAL ASSETS		133,465.14
		=====
LIABILITIES		
=====		
2000-20310	COMPENSATED ABSENCES PAYABLE (	72,945.16)
2000-20311	COMP ABSENCES PAYABLE-CURRENT	93,673.00
2000-21410	ACCRUED INTEREST PAYABLE	8,803.17
2000-28205	WEDC LOANS/CURRENT	272,369.61
2000-28220	BIRMINGHAM LOAN	0.00
2000-28230	INWOOD LOAN	0.00
2000-28232	ANB LOAN/EDGE	0.00
2000-28233	ANB LOAN/PEDDICORD WHITE	0.00
2000-28234	ANB LOAN/RANDACK HUGHES	0.00
2000-28235	ANB LOAN	0.00
2000-28236	ANB CONSTRUCTION LOAN	0.00
2000-28237	ANB LOAN/ WOODBRIDGE PARKWAY	0.00
2000-28238	ANB LOAN/BUCHANAN	0.00
2000-28239	ANB LOAN/JONES:HOBART PAYOFF	0.00
2000-28240	HUGHES LOAN	0.00
2000-28242	ANB LOAN/HWY 78:5TH ST REDEV	4,095,819.31
2000-28245	ANB LOAN/DALLAS WHIRLPOOL	640,776.23
2000-28247	JARRARD LOAN	174,168.89
2000-28250	CITY OF WYLIE LOAN	0.00
2000-28260	PRIME KUTS LOAN	0.00
2000-28270	BOWLAND/ANDERSON LOAN	0.00
2000-28280	CAPITAL ONE CAZAD LOAN	0.00
2000-28290	HOBART/COMMERCE LOAN	0.00
2000-29150	NET PENSION LIABILITY	262,947.17
2000-29151	SDBF LIABILITY	6,364.00
TOTAL LIABILITIES		5,481,976.22

922-GEN LONG TERM DEBT (WEDC)

ACCOUNT# TITLE

## EQUITY

=====

3000-34590	FUND BALANCE-UNRESERV/UNDESIG(	5,293,864.74)
3000-35900	UNRESTRICTED NET POSITION	( 120,264.00)

TOTAL BEGINNING EQUITY	( 5,414,128.74)
------------------------	-----------------

TOTAL REVENUE	0.00
TOTAL EXPENSES	( 65,617.66)

REVENUE OVER/(UNDER) EXPENSES	65,617.66
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TOTAL EQUITY & OVER/(UNDER)	( 5,348,511.08)
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TOTAL LIABILITIES, EQUITY & OVER/(UNDER)	133,465.14
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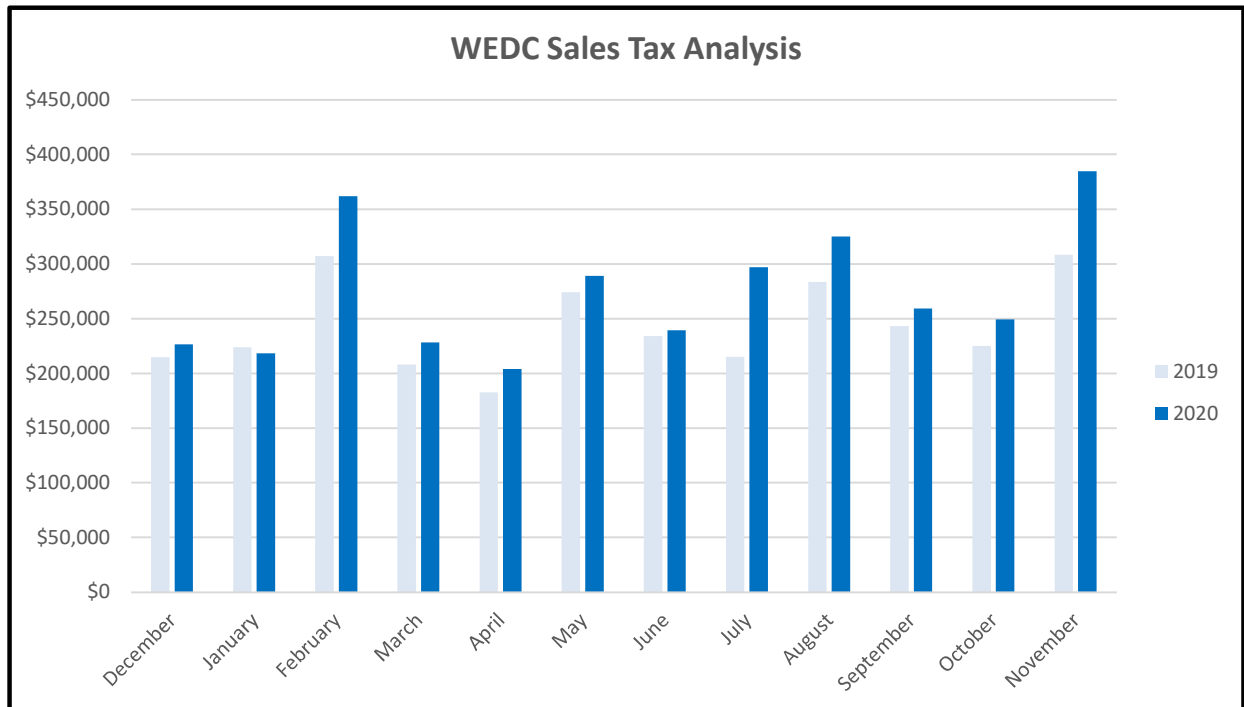
# Wylie Economic Development Corporation

## SALES TAX REPORT

November 30, 2020

### BUDGETED YEAR

MONTH	FY 2017	FY 2018	FY 2019	FY 2020	DIFF 19 vs. 20	% DIFF 19 vs. 20
DECEMBER	\$ 197,807.79	\$ 184,848.59	\$ 214,867.15	\$ 226,663.94	\$ 11,796.79	5.49%
JANUARY	\$ 196,347.26	\$ 191,895.71	\$ 223,749.61	\$ 218,520.22	\$ (5,229.39)	-2.34%
FEBRUARY	\$ 276,697.76	\$ 275,667.83	\$ 307,366.66	\$ 362,129.18	\$ 54,762.52	17.82%
MARCH	\$ 191,647.73	\$ 182,852.50	\$ 208,222.32	\$ 228,091.34	\$ 19,869.03	9.54%
APRIL	\$ 168,844.20	\$ 163,484.89	\$ 182,499.53	\$ 203,895.57	\$ 21,396.05	11.72%
MAY	\$ 244,816.19	\$ 203,707.17	\$ 274,299.18	\$ 289,224.35	\$ 14,925.18	5.44%
JUNE	\$ 191,732.46	\$ 199,412.29	\$ 234,173.88	\$ 239,340.35	\$ 5,166.47	2.21%
JULY	\$ 223,570.59	\$ 213,976.64	\$ 215,107.94	\$ 296,954.00	\$ 81,846.06	38.05%
AUGUST	\$ 261,573.00	\$ 249,589.63	\$ 283,602.93	\$ 325,104.34	\$ 41,501.40	14.63%
SEPTEMBER	\$ 210,974.00	\$ 213,425.79	\$ 243,048.40	\$ 259,257.89	\$ 16,209.49	6.67%
OCTOBER	\$ 195,549.11	\$ 210,701.71	\$ 224,875.38	\$ 249,357.02	\$ 24,481.65	10.89%
NOVEMBER	\$ 267,816.13	\$ 273,196.62	\$ 308,324.41	\$ 384,953.89	\$ 76,629.48	24.85%
<b>Sub-Total</b>	<b>\$ 2,627,376.22</b>	<b>\$ 2,562,759.35</b>	<b>\$ 2,920,137.37</b>	<b>\$ 3,283,492.09</b>	<b>\$ 363,354.72</b>	12.08%
<b>Total</b>	<b>\$ 2,627,376.22</b>	<b>\$ 2,562,759.35</b>	<b>\$ 2,920,137.37</b>	<b>\$ 3,283,492.09</b>	<b>\$ 363,354.72</b>	12.08%



\*\*\* Sales Tax collections typically take 2 months to be reflected as Revenue. SlsTx receipts are then accrued back 2 months.  
 Example: November SlsTx REVENUE in FY21 is actually September SlsTx and is therefore accrued back to FY20.



# Wylie City Council

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## AGENDA REPORT

<b>Meeting Date:</b>	<u>January 12, 2021</u>	<b>Item Number:</b>	<u>C</u>
<b>Department:</b>	<u>Library</u>	<b>Account Code:</b>	<u></u>
<b>Prepared By:</b>	<u>Ofilia Barrera</u>	<b>Budgeted Amount:</b>	<u></u>
<b>Date Prepared:</b>	<u>January 7, 2021</u>	<b>Exhibits:</b>	<u></u>

### Subject

Consider, and act upon, the authorization of an Interlocal Agreement between Collin County, Texas and the Rita and Truett Smith Public Library for library services in the amount of \$6,868.00 for Fiscal Year 2020-2021, and authorizing the City Manager to execute any and all necessary documents.

### Recommendation

A motion to authorize an Interlocal Agreement between Collin County, Texas and the Rita and Truett Smith Public Library for library services in the amount of \$6,868.00 for Fiscal Year 2020-2021, and authorizing the City Manager to execute any and all necessary documents.

### Discussion

Collin County allocates funds for library services to cities located within the county. For Fiscal Year 2020-2021, Collin County will fund the Rita and Truett Smith Public Library in the amount of \$6,868.00. These funds will be added to the Library's budget to provide additional materials and services to Wylie Citizens. Payments will be made to the City on a quarterly basis.



# Wylie City Council

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## AGENDA REPORT

<b>Meeting Date:</b>	<u>January 12, 2021</u>	<b>Item Number:</b>	<u>D</u>
<b>Department:</b>	<u>Planning</u>		<i>(City Secretary's Use Only)</i>
<b>Prepared By:</b>	<u>Jasen Haskins, AICP</u>	<b>Account Code:</b>	<u></u>
<b>Date Prepared:</b>	<u>December 23, 2020</u>	<b>Exhibits:</b>	<u>1</u>

### Subject

Consider, and act upon, a preliminary plat for Muddy Creek Wastewater Treatment Plant Addition, to create one lot on 50.38 acres, located at 5401 Pleasant Valley Road.

### Recommendation

Motion to approve a preliminary plat for Muddy Creek Wastewater Treatment Plant Addition, to create one lot on 50.38 acres, located at 5401 Pleasant Valley Road.

### Discussion

**OWNER: North Texas Municipal Water District Trustee**

**APPLICANT: Huitt-Zollars**

The applicant has submitted a preliminary plat to establish Lot 1, Block 1 of Muddy Creek Wastewater Treatment Plant on 50.38 acres. The purpose of this plat is to create property lines, fire lanes, and access easements.

The property was not platted when the wastewater treatment plant was originally constructed in the late 1990s. A preliminary and final plat are required. However, as the site is developed, the final plat is submitted concurrently and also on this agenda for consideration, as allowed by the Subdivision Regulations.

A site plan for a one story 2,156 sq.ft. office structure addition was approved by P&Z in December 2020.

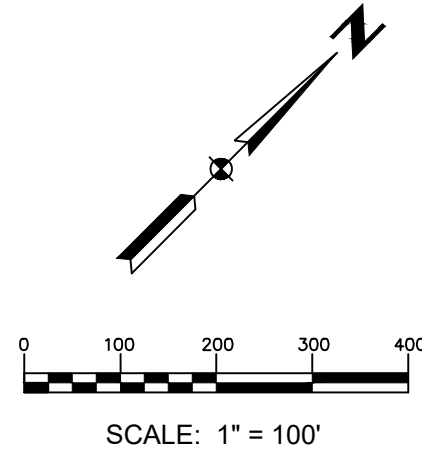
The plat is technically correct and abides by all aspects of the City of Wylie Subdivision Regulations. Approval is subject to additions and alterations as required by the City Engineering Department.

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

#### **P&Z Commission Discussion**

The Commission voted 5-0 to recommend approval.





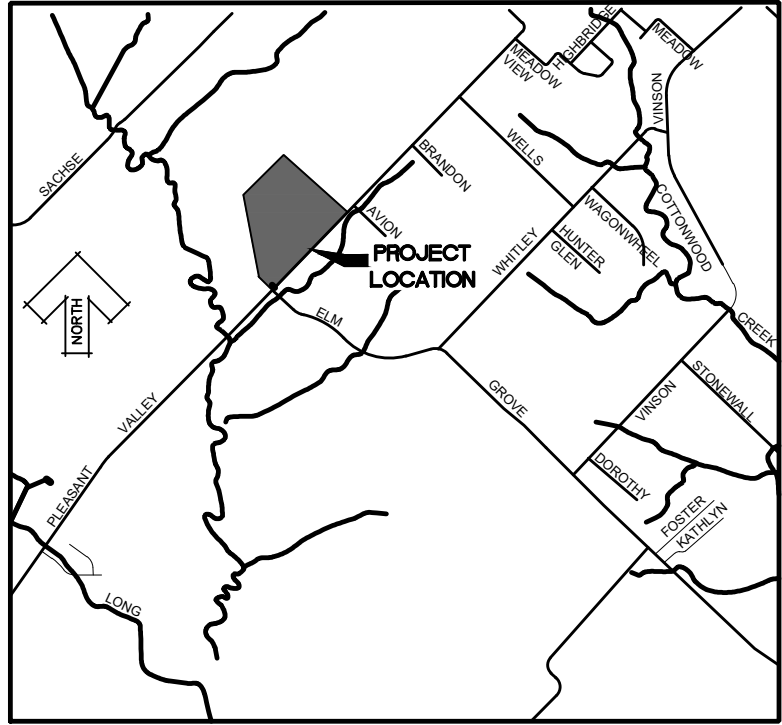
PLEASE REFER TO BAR SCALE. DRAWING  
MAY HAVE BEEN REDUCED OR ENLARGED

**BASIS OF BEARINGS:**

BEARINGS ARE BASED ON THE TEXAS  
STATE PLANE COORDINATE SYSTEM,  
NORTH CENTRAL ZONE (4202), NAD83.

COORDINATES SHOWN ARE TEXAS STATE  
PLANE, NORTH CENTRAL ZONE (4202),  
NAD83, GRID VALUES

WYLIE DPV, L.P.  
INST. NO 201300334381  
O.P.R.D.C.T.



VICINITY MAP

**LEGEND**

- MONUMENT SET (AS NOTED)
- MONUMENT FOUND (AS NOTED)
- IRS--- IRON ROD SET
- IRF--- IRON ROD FOUND
- "X" CUT SET--- CHISELED "X" SET IN CONCRETE
- "X" CUT FND--- CHISELED "X" FOUND IN CONCRETE
- P.R.D.C.T.--- PLAT RECORDS, DALLAS COUNTY, TEXAS
- D.R.D.C.T.--- DEED RECORDS, DALLAS COUNTY, TEXAS
- O.P.R.D.C.T.--- OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS
- ⊙ GAS MANHOLE
- ⊙ GAS METER
- ⊙ GAS VALVE
- ⊙ TELEPHONE MANHOLE
- FIRE HYDRANT
- ⊙ WATER METER
- ⊙ WATER VALVE
- ⊙ ELECTRIC MANHOLE
- ⊙ POWER POLE
- ⊙ STREET LIGHT
- ⊙ LIGHT POST
- ⊙ SANITARY SEWER MANHOLE
- ⊙ SANITARY SEWER CLEANOUT
- ⊙ SIGN

**NOTES:**

- 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.
- PER THE NATIONAL FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 48113C0235K, WITH AN EFFECTIVE DATE OF JULY 7, 2014, A PORTION OF THE PROPERTY IS SHOWN TO BE LOCATED IN ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN). A SMALL AREA LIES WITHIN ZONE AE (1% ANNUAL CHANCE FLOODPLAIN).
- ZONING: AG/30 WITH SUP OVERLAY
- THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF A CURRENT TITLE POLICY OR COMMITMENT. THERE MAY BE ADDITIONAL EASEMENTS AND/OR RIGHTS-OF-WAY THAT AFFECT THIS PROPERTY THAT HUITT-ZOLLARS, INC. HAS NOT BEEN ADVISED OF.

**PRELIMINARY PLAT  
MUDDY CREEK WASTEWATER  
TREATMENT PLANT  
LOT 1, BLOCK 1**  
AN ADDITION TO THE CITY OF WYLIE,  
DALLAS COUNTY, TEXAS  
50.38 ACRES  
SITUATED IN THE  
GUADALUPE DE LOS SANTOS SURVEY,  
ABSTRACT NO. 1384

CURVE TABLE					
CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	116.31'	74.00'	90°03'13"	N 00°43'56" E	104.70'
C2	59.69'	38.00'	90°00'02"	N 00°45'31" E	53.74'
C3	39.27'	25.00'	90°00'00"	N 89°14'30" W	35.36'
C4	39.27'	25.00'	90°00'00"	S 00°45'30" W	35.36'
C5	81.68'	52.00'	90°00'00"	S 00°45'30" W	73.54'
C6	76.97'	49.00'	90°00'00"	N 89°14'30" W	69.30'
C7	76.97'	49.00'	90°00'00"	N 00°45'30" E	69.30'
C8	97.39'	62.00'	90°00'00"	S 89°14'30" E	87.68'
C9	65.11'	50.00'	74°36'53"	S 81°32'57" E	60.61'
C10	213.31'	48.00'	254°36'53"	S 08°27'03" W	76.36'
C11	59.69'	38.00'	90°00'00"	N 89°14'30" W	53.74'
C12	39.27'	25.00'	90°00'00"	S 00°45'30" W	35.36'
C13	97.39'	62.00'	90°00'02"	S 00°45'31" W	87.68'
C14	78.59'	50.00'	90°03'13"	S 00°43'56" W	70.74'
C15	43.98'	28.00'	90°00'00"	N 00°45'30" E	39.60'
C16	39.27'	25.00'	90°00'00"	N 89°14'30" W	35.36'
C17	39.27'	25.00'	90°00'00"	S 00°45'30" W	35.36'
C18	39.27'	25.00'	90°00'00"	S 89°14'30" E	35.36'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 44°17'40" W	74.98'
L2	N 45°45'32" E	263.82'
L3	N 44°14'30" W	482.77'
L4	S 45°45'30" W	120.26'
L5	S 44°14'30" E	60.79'
L6	S 45°45'30" W	97.02'
L7	N 44°14'30" W	63.79'
L8	N 45°45'30" E	1013.39'
L9	S 44°14'30" E	178.50'
L10	N 44°14'30" W	272.99'
L11	S 45°45'30" W	645.11'
L12	S 44°14'30" E	482.77'
L13	S 45°45'32" W	263.82'
L14	S 44°17'40" E	75.08'
L15	S 45°55'59" W	24.00'
L16	S 45°45'30" E	97.02'
L17	N 44°14'30" W	60.79'
L18	S 45°45'30" W	100.02'
L19	S 44°14'30" E	63.79'

WYLIE DPV, L.P.  
INST. NO 201300334379  
O.P.R.D.C.T.

POINT OF  
BEGINNING  
1/2" IRF  
N: 7042803.70  
E: 2568179.73  
(GRID)

PLEASANT VALLEY RD.  
(A CALLED 100-FOOT RIGHT-OF-WAY)  
(NO RECORDING INFORMATION FOUND)

OWNER:  
**NORTH TEXAS MUNICIPAL  
WATER DISTRICT, TRUSTEE**  
PO BOX 2408  
WYLIE, TX 75098

PREPARED BY:  
**HUITT-ZOLLARS**  
Huitt-Zollars, Inc. Dallas  
1717 McKinney Avenue, Suite 1400, Dallas, TX 75202  
Phone (214) 871-3311 Fax (214) 871-0757  
TBPELS FIRM NO. 10025600  
Matthew T. Godlewski, RPLS No. 6817  
mgodlewski@Huitt-Zollars.com

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



DWG: I:\proj\331\6502.01 - NTMWD Muddy Creek Building Improvements\05 Design\Survey\10 CAD & BIM\10.15 Mapping\Drawg\BM - Basemap\311602Plat.dwg

LAND DESCRIPTION

BEING A 50.38-ACRE TRACT OF LAND SITUATED IN THE GUADALUPE DE LOS SANTOS SURVEY, ABSTRACT NO. 1384, DALLAS COUNTY, TEXAS, AND BEING ALL OF A CALLED 50.322 ACRE TRACT OF LAND AS DESCRIBED BY WARRANTY DEED TO NORTH TEXAS MUNICIPAL WATER DISTRICT, TRUSTEE, RECORDED IN VOLUME 97136, PAGE 3071 OF THE DEED RECORDS OF DALLAS COUNTY, TEXAS (D.R.D.C.T.), AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2-INCH IRON ROD FOUND FOR THE MOST EASTERLY CORNER OF THE HEREIN DESCRIBED TRACT, SAME BEING THE MOST SOUTHERLY CORNER OF A CALLED 68.080 ACRE TRACT OF LAND DESCRIBED BY SPECIAL WARRANTY DEED TO WYLIE DPV, L.P., RECORDED IN INSTRUMENT NO. 201300334379 OF THE OFFICIAL PUBLIC RECORDS OF DALLAS COUNTY, TEXAS (O.P.R.D.C.T.), SAID POINT BEING ON THE NORTH RIGHT-OF-WAY LINE OF PLEASANT VALLEY ROAD (A CALLED 100-FOOT RIGHT-OF-WAY; NO RECORDING INFORMATION FOUND), FROM WHICH AN "X" CUT IN CONCRETE FOUND FOR THE MOST EASTERLY CORNER OF SAID WYLIE DPV TRACT BEARS NORTH 44 DEGREES 29 MINUTES 09 SECONDS EAST, A DISTANCE OF 1943.83 FEET;

THENCE, SOUTH 45 DEGREES 33 MINUTES 48 SECONDS WEST (RECORD: SOUTH 45 DEGREES 25 MINUTES 53 SECONDS WEST), WITH THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID PLEASANT VALLEY ROAD, A DISTANCE OF 863.67 FEET (RECORD: 864.26 FEET) TO A 1/2 INCH IRON ROD FOUND FOR AN ANGLE POINT;

THENCE, SOUTH 46 DEGREES 00 MINUTES 05 SECONDS WEST (RECORD: SOUTH 45 DEGREES 55 MINUTES 53 SECONDS WEST), CONTINUING WITH SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 529.50 FEET (RECORD: 529.88 FEET) TO AN "X" CUT SET FOR AN ANGLE POINT;

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THENCE, NORTH 44 DEGREES 10 MINUTES 57 SECONDS WEST (RECORD: NORTH 44 DEGREES 15 MINUTES 08 SECONDS WEST), DEPARTING SAID NORTHWESTERLY RIGHT-OF-WAY LINE, AND WITH THE SOUTHWESTERLY LINE OF SAID NORTH TEXAS MUNICIPAL WATER DISTRICT TRACT, A DISTANCE OF 200.00 FEET (RECORD: 200.00 FEET) TO A 5/8 INCH IRON ROD SET WITH PLASTIC CAP STAMPED "HUITT-ZOLLARS";

THENCE, NORTH 15 DEGREES 24 MINUTES 22 SECONDS WEST (RECORD: NORTH 15 DEGREES 24 MINUTES 22 SECONDS WEST), CONTINUING WITH THE SOUTHWESTERLY LINE OF SAID NORTH TEXAS MUNICIPAL WATER DISTRICT TRACT A DISTANCE OF 1519.38 FEET (RECORD: 1514.55 FEET) TO A 1/2 INCH IRON ROD FOUND FOR THE MOST WESTERLY CORNER OF THE HEREIN DESCRIBED TRACT, SAID POINT BEING ON THE COMMON NORTHWESTERLY LINE OF THE HEREIN DESCRIBED TRACT AND THE SOUTHEASTERLY LINE OF A CALLED 139.871 ACRE TRACT OF LAND DESCRIBED BY SPECIAL WARRANTY DEED TO WYLIE DPV, L.P., RECORDED IN INSTRUMENT NO. 201300334381 (O.P.R.D.C.T.);

THENCE, NORTH 45 DEGREES 13 MINUTES 29 SECONDS EAST (RECORD: NORTH 44 DEGREES 53 MINUTES 00 SECONDS EAST), WITH SAID COMMON LINE, A DISTANCE OF 993.36 FEET (RECORD: 994.96 FEET) TO A 1/2-INCH IRON ROD FOUND FOR THE COMMON MOST NORTHERLY CORNER OF THE HEREIN DESCRIBED TRACT AND THE MOST WESTERLY CORNER OF SAID 68.080 ACRE TRACT;

THENCE, SOUTH 45 DEGREES 50 MINUTES 31 SECONDS EAST (RECORD: SOUTH 45 DEGREES 56 MINUTES 51 SECONDS EAST), WITH THE COMMON NORTHEASTERLY LINE OF THE HEREIN DESCRIBED TRACT AND THE SOUTHWESTERLY LINE OF SAID 68.080 ACRE TRACT, A DISTANCE OF 1540.54 FEET (1539.67 FEET) TO THE POINT OF BEGINNING AND CONTAINING 50.38 ACRES OF LAND, MORE OR LESS.

OWNER'S CERTIFICATE

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT \_\_\_\_\_, ACTING BY AND THROUGH DULY AUTHORIZED AGENTS, DO HEREBY ADOPT THIS PLAT, DESIGNATING THE HEREIN DESCRIBED PROPERTY AS **MUDDY CREEK WASTEWATER TREATMENT PLANT LOT 1, BLOCK 1**, AN ADDITION TO THE CITY OF DALLAS, DALLAS COUNTY, TEXAS. THE EASEMENTS SHOWN THEREON ARE HEREBY RESERVED FOR THE PURPOSES INDICATED. THE UTILITY AND FIRE LANE EASEMENTS SHALL BE OPEN TO THE PUBLIC, FIRE AND POLICE UNITS, GARBAGE AND RUBBISH COLLECTION AGENCIES, AND ALL PUBLIC AND PRIVATE UTILITIES FOR EACH PARTICULAR USE. THE MAINTENANCE OF PAVING ON THE UTILITY AND FIRE LANE EASEMENTS IS THE RESPONSIBILITY OF THE PROPERTY OWNER. NO BUILDINGS, FENCES, TREES, SHRUBS OR OTHER IMPROVEMENTS OR GROWTHS SHALL BE CONSTRUCTED, RECONSTRUCTED OR PLACED UPON, OVER OR ACROSS THE EASEMENTS AS SHOWN. SAID EASEMENTS BEING HEREBY RESERVED FOR THE MUTUAL USE AND ACCOMMODATION OF ALL PUBLIC UTILITIES USING OR DESIRING TO USE SAME. ALL, AND ANY PUBLIC UTILITY SHALL HAVE THE RIGHT TO REMOVE AND KEEP REMOVED ALL OR PARTS OF ANY BUILDING, FENCES, TREES, SHRUBS OR OTHER IMPROVEMENTS OR GROWTHS WHICH IN ANY WAY MAY ENDANGER OR INTERFERE WITH THE CONSTRUCTION, MAINTENANCE OR EFFICIENCY OF ITS RESPECTIVE SYSTEM ON THE EASEMENTS AND ALL PUBLIC UTILITIES SHALL AT ALL TIMES HAVE THE FULL RIGHT OF INGRESS AND EGRESS TO OR FROM AND UPON THE SAID EASEMENTS FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING, INSPECTING, PATROLLING, MAINTAINING AND ADDING TO OR REMOVING ALL OR PARTS OF ITS RESPECTIVE SYSTEMS WITHOUT THE NECESSITY AT ANY TIME OF PROCURING THE PERMISSION OF ANYONE. (ANY PUBLIC UTILITY SHALL HAVE THE RIGHT OF INGRESS AND EGRESS TO PRIVATE PROPERTY FOR THE PURPOSE OF READING METERS AND ANY MAINTENANCE OR SERVICE REQUIRED OR ORDINARILY PERFORMED BY THAT UTILITY.)

WATER MAIN AND WASTEWATER EASEMENTS SHALL ALSO INCLUDE ADDITIONAL AREA OF WORKING SPACE FOR CONSTRUCTION AND MAINTENANCE OF THE SYSTEMS. ADDITIONAL EASEMENT AREA IS ALSO CONVEYED FOR INSTALLATION AND MAINTENANCE OF MANHOLES, CLEANOUTS, FIRE HYDRANTS, WATER SERVICES AND WASTEWATER SERVICES FROM THE MAIN TO THE CURB OR PAVEMENT LINE, AND DESCRIPTION OF SUCH ADDITIONAL EASEMENTS HEREIN GRANTED SHALL BE DETERMINED BY THEIR LOCATION AS INSTALLED.

THIS PLAT APPROVED SUBJECT TO ALL PLATTING ORDINANCES, RULES, REGULATIONS AND RESOLUTIONS OF THE CITY OF WYLIE, TEXAS.

WITNESS, MY HAND AT WYLIE, TEXAS, THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 2021.

BY: \_\_\_\_\_

BY: \_\_\_\_\_

STATE OF TEXAS :  
COUNTY OF DALLAS :

BEFORE THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR STATE OF TEXAS ON THIS DAY 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 PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 2021.

NOTARY PUBLIC IN AND FOR STATE OF TEXAS \_\_\_\_\_

MY COMMISSION EXPIRES: \_\_\_\_\_

SURVEYOR'S CERTIFICATE

I, MATTHEW T. GODLEWSKI, A REGISTERED PROFESSIONAL LAND SURVEYOR, LICENSED BY THE STATE OF TEXAS, AFFIRM THAT THIS PLAT WAS PREPARED UNDER MY DIRECT SUPERVISION, FROM RECORDED DOCUMENTATION, EVIDENCE COLLECTED ON THE GROUND DURING FIELD OPERATIONS AND OTHER RELIABLE DOCUMENTATION; AND THAT THIS PLAT SUBSTANTIALLY COMPLIES WITH THE RULES AND REGULATIONS OF THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING, THE CITY OF DALLAS DEVELOPMENT CODE (ORDINANCE NO. 19455, AS AMENDED), AND THE TEXAS LOCAL GOVERNMENT CODE, CHAPTER 212. I FURTHER AFFIRM THAT MONUMENTATION SHOWN HERON WAS EITHER FOUND OR PLACED IN COMPLIANCE WITH THE CITY OF DALLAS DEVELOPMENT CODE, SEC.51A-8.617(A)(B)(C)(D) & (E); AND THAT THE DIGITAL DRAWING FILE ACCOMPANYING THIS PLAT IS A PRECISE REPRESENTATION OF THE SIGNED FINAL PLAT.

DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2021

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

MATTHEW T. GODLEWSKI, R.P.L.S.  
TEXAS REGISTRATION NO. 6817

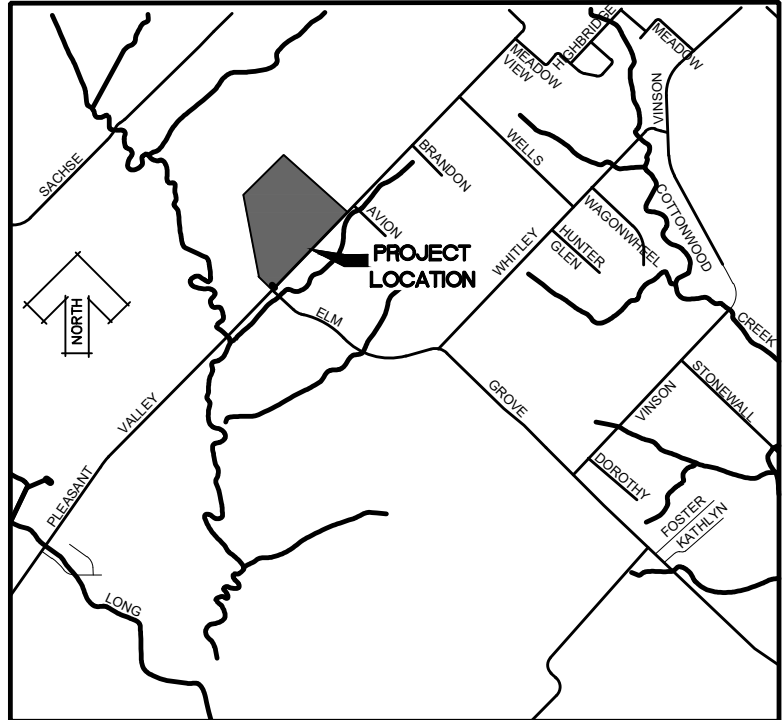
STATE OF TEXAS :  
COUNTY OF DALLAS :

BEFORE THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR STATE OF TEXAS ON THIS DAY PERSONALLY APPEARED, MATTHEW T. GODLEWSKI, 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 PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 2021.

NOTARY PUBLIC IN AND FOR STATE OF TEXAS \_\_\_\_\_

MY COMMISSION EXPIRES: \_\_\_\_\_



VICINITY MAP  
NOT TO SCALE

"RECOMMENDED FOR APPROVAL"

CHAIRMAN, PLANNING & ZONING COMMISSION      DATE  
CITY OF KYLIE, TEXAS

"APPROVED FOR CONSTRUCTION"

MAYOR, CITY OF WYLIE, TEXAS      DATE

"ACCEPTED"

MAYOR, CITY OF WYLIE, TEXAS      DATE

THE UNDERSIGNED, THE CITY SECRETARY OF THE CITY OF WYLIE, TEXAS, HEREBY CERTIFIES THAT THE FOREGOING FINAL PLAT OF THE MUDDY CREEK WASTEWATER TREATMENT PLANT LOT 1, BLOCK 1, SUBDIVISION OR 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, ALLEY, PARKS, EASEMENT, PUBLIC PLACES, AND WATER AND SEWER LINES AS SHOWN AND SET FORTH IN AND UPON SAID PLAT AND SAID COUNCIL FURTHER AUTHORIZED THE MAYOR TO NOTE THE ACCEPTANCE THEREOF BY SIGNING HIS NAME AS HEREINABOVE SUBSCRIBED.

WITNESS MY HAND THIS \_\_\_\_ DAY OF \_\_\_\_\_, A.D., 2021.

CITY SECRETARY  
CITY OF WYLIE, TEXAS

**PRELIMINARY PLAT  
MUDDY CREEK WASTEWATER  
TREATMENT PLANT  
LOT 1, BLOCK 1**  
AN ADDITION TO THE CITY OF WYLIE,  
DALLAS COUNTY, TEXAS  
50.38 ACRES  
SITUATED IN THE  
GUADALUPE DE LOS SANTOS SURVEY,  
ABSTRACT NO. 1384

OWNER:  
**NORTH TEXAS MUNICIPAL  
WATER DISTRICT, TRUSTEE**  
PO BOX 2408  
WYLIE, TX 75098

PREPARED BY:  
**HUITT-ZOLLARS** Dallas  
Huitt-Zollars, Inc.,  
1717 McKinney Avenue, Suite 1400, Dallas, TX 75202  
Phone (214) 871-3311 Fax (214) 871-0757  
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# Wylie City Council

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## AGENDA REPORT

<b>Meeting Date:</b>	<u>January 12, 2021</u>	<b>Item Number:</b>	<u>E</u>
<b>Department:</b>	<u>Planning</u>		<i>(City Secretary's Use Only)</i>
<b>Prepared By:</b>	<u>Jasen Haskins, AICP</u>	<b>Account Code:</b>	<u></u>
<b>Date Prepared:</b>	<u>December 23, 2020</u>	<b>Exhibits:</b>	<u>1</u>

### Subject

Consider, and act upon, a final plat for Muddy Creek Wastewater Treatment Plant Addition, to establish one lot on 50.38 acres, located at 5401 Pleasant Valley Road.

### Recommendation

Motion to approve a final plat for Muddy Creek Wastewater Treatment Plant Addition, to establish one lot on 50.38 acres, located at 5401 Pleasant Valley Road.

### Discussion

**OWNER: North Texas Municipal Water District Trustee**

**APPLICANT: Huitt-Zollars**

The applicant has submitted a final plat to establish Lot 1, Block 1 of Muddy Creek Wastewater Treatment Plant on 50.38 acres. The purpose of this plat is to establish property lines, fire lanes, and access easements.

The property was not platted when the wastewater treatment plant was originally constructed in the late 1990s. A preliminary and final plat are required. However, as the site is developed, the preliminary plat is submitted concurrently and also on this agenda for consideration, as allowed by the Subdivision Regulations.

A site plan for a one story 2,156 sq.ft. office structure addition was approved by P&Z in December 2020.

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.

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

#### **P&Z Commission Discussion**

The Commission voted 5-0 to recommend approval.





**BASIS OF BEARINGS:**  
BEARINGS ARE BASED ON THE TEXAS  
STATE PLANE COORDINATE SYSTEM  
NORTH CENTRAL ZONE (4202), NAD83.

COORDINATES SHOWN ARE TEXAS STATE  
PLANE, NORTH CENTRAL ZONE (4202)  
NAD83, GRID VALUES



LEGEND

- MONUMENT SET (AS NOTED)  
● MONUMENT FOUND (AS NOTED)  
IRS --- IRON ROD SET  
IRF --- IRON ROD FOUND  
"X" CUT SET --- CHISELED "X" SET IN CONCRETE  
"X" CUT FND --- CHISELED "X" FOUND IN CONCRETE  
P.R.D.C.T. --- PLAT RECORDS, DALLAS COUNTY, TEXAS  
D.R.D.C.T. --- DEED RECORDS, DALLAS COUNTY, TEXAS  
O.P.R.D.C.T. --- OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS

CURVE TABLE						
CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH	
C1	116.31'	74.00'	90°03'13"	N 00°43'56" E	104.70'	
C2	59.69'	38.00'	90°00'02"	N 00°45'31" E	53.74'	
C3	39.27'	25.00'	90°00'00"	N 89°14'30" W	35.36'	
C4	39.27'	25.00'	90°00'00"	S 00°45'30" W	35.36'	
C5	81.68'	32.00'	90°00'00"	S 00°45'30" W	73.65'	
C6	76.97'	49.00'	90°00'00"	N 89°14'30" W	69.30'	
C7	76.97'	49.00'	90°00'00"	N 00°45'30" E	69.30'	
C8	97.39'	62.00'	90°00'00"	S 89°14'30" E	87.68'	
C9	65.11'	50.00'	74°36'53"	S 81°32'57" E	60.61'	
C10	213.31'	48.00'	254°36'53"	S 08°27'03" W	76.36'	
C11	59.69'	38.00'	90°00'00"	N 89°14'30" W	53.74'	
C12	39.27'	25.00'	90°00'00"	S 00°45'30" W	35.36'	
C13	97.39'	62.00'	90°00'02"	S 00°45'31" W	87.68'	
C14	76.59'	50.00'	90°03'13"	S 00°43'56" W	70.70'	
C15	43.98'	28.00'	90°00'00"	N 00°45'30" E	39.64'	
C16	39.27'	25.00'	90°00'00"	N 89°14'30" W	35.36'	
C17	39.27'	25.00'	90°00'00"	S 00°45'30" W	35.36'	
C18	39.27'	25.00'	90°00'00"	S 89°14'30" E	35.36'	

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 44°17'40" W	74.98'
L2	N 45°45'32" E	263.82'
L3	N 44°14'30" W	482.77'
L4	S 45°45'30" W	120.26'
L5	S 44°14'30" E	60.79'
L6	S 45°45'30" W	97.02'
L7	N 44°14'30" W	63.79'
L8	N 45°45'30" E	1013.39'
L9	S 44°14'30" E	178.50'
L10	N 44°14'30" W	272.99'
L11	S 45°45'30" W	645.11'
L12	S 44°14'30" E	482.77'
L13	S 45°45'32" E	263.82'
L14	S 44°17'40" E	75.08'
L15	S 45°55'59" W	24.00'
L16	N 45°45'30" E	97.02'
L17	N 44°14'30" W	60.79'
L18	S 45°45'30" W	100.02'
L19	S 44°14'30" E	63.79'

NOTES:

1. 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.
2. PER THE NATIONAL FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 48113C0235K, WITH AN EFFECTIVE DATE OF JULY 7, 2014, A PORTION OF THE PROPERTY IS SHOWN TO BE LOCATED IN ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN). A SMALL AREA LIES WITHIN ZONE AE (1% ANNUAL CHANCE FLOODPLAIN)
3. ZONING: AG/30 WITH SUP OVERLAY
4. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF A CURRENT TITLE POLICY OR COMMITMENT. THERE MAY BE ADDITIONAL EASEMENTS AND/OR RIGHTS-OF-WAY THAT AFFECT THIS PROPERTY THAT HUITT-ZOLLARS, INC. HAS NOT BEEN ADVISED OF.

WYLIE DPV, L.P.  
INST. NO 201300334379  
O.P.R.D.C.T.

POINT OF  
BEGINNING  
1/2" IRF  
N: 7042803.70  
E: 2568179.73  
(GRID)

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(A CALLED 100-FOOT RIGHT-OF-WAY)  
(NO RECORDING INFORMATION FOUND)

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**MUDDY CREEK WASTEWATER**  
**TREATMENT PLANT**  
**LOT 1, BLOCK 1**  
AN ADDITION TO THE CITY OF WYLIE  
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PREPARED BY

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OWNER:  
NORTH TEXAS MUNICIPAL  
WATER DISTRICT, TRUSTEE  
PO BOX 2408  
WYLIE, TX 75098

PROJECT NUMBER: R311609.01

NOVEMBER, 2020 SHEET 1 of 2

DWG: I:\proj\R311609.01 - NTMWID Muddy Creek Building Improvements\05 Design\Survey\10 CADD & BIM\10.15 Mapping\Draw\BM - Basemaps\R311609\Plat.dwg



DWG: I:\proj\331\6502-01 - NTMWD Muddy Creek Building Improvements\05 Design\Survey\10 CAD & BIM\10\_15 Mapping\DWG\BM - Basemap\311602Plat.dwg

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**THENCE**, NORTH 44 DEGREES 10 MINUTES 57 SECONDS WEST (RECORD: NORTH 44 DEGREES 15 MINUTES 08 SECONDS WEST), DEPARTING SAID NORTHWESTERLY RIGHT-OF-WAY LINE, AND WITH THE SOUTHWESTERLY LINE OF SAID NORTH TEXAS MUNICIPAL WATER DISTRICT TRACT, A DISTANCE OF 200.00 FEET (RECORD: 200.00 FEET) TO A 5/8 INCH IRON ROD SET WITH PLASTIC CAP STAMPED "HUITT-ZOLLARS";

**THENCE**, NORTH 15 DEGREES 24 MINUTES 22 SECONDS WEST (RECORD: NORTH 15 DEGREES 24 MINUTES 22 SECONDS WEST), CONTINUING WITH THE SOUTHWESTERLY LINE OF SAID NORTH TEXAS MUNICIPAL WATER DISTRICT TRACT A DISTANCE OF 1519.38 FEET (RECORD: 1514.55 FEET) TO A 1/2 INCH IRON ROD FOUND FOR THE MOST WESTERLY CORNER OF THE HEREIN DESCRIBED TRACT, SAID POINT BEING ON THE COMMON NORTHWESTERLY LINE OF THE HEREIN DESCRIBED TRACT AND THE SOUTHEASTERLY LINE OF A CALLED 139.871 ACRE TRACT OF LAND DESCRIBED BY SPECIAL WARRANTY DEED TO WYLIE DPV, L.P., RECORDED IN INSTRUMENT NO. 201300334381 (O.P.R.D.C.T.);

**THENCE**, NORTH 45 DEGREES 13 MINUTES 29 SECONDS EAST (RECORD: NORTH 44 DEGREES 53 MINUTES 00 SECONDS EAST), WITH SAID COMMON LINE, A DISTANCE OF 993.36 FEET (RECORD: 994.96 FEET) TO A 1/2-INCH IRON ROD FOUND FOR THE COMMON MOST NORTHERLY CORNER OF THE HEREIN DESCRIBED TRACT AND THE MOST WESTERLY CORNER OF SAID 68.080 ACRE TRACT;

**THENCE**, SOUTH 45 DEGREES 50 MINUTES 31 SECONDS EAST (RECORD: SOUTH 45 DEGREES 56 MINUTES 51 SECONDS EAST), WITH THE COMMON NORTHEASTERLY LINE OF THE HEREIN DESCRIBED TRACT AND THE SOUTHWESTERLY LINE OF SAID 68.080 ACRE TRACT, A DISTANCE OF 1540.54 FEET (1539.67 FEET) TO THE **POINT OF BEGINNING** AND **CONTAINING** 50.38 ACRES OF LAND, MORE OR LESS.

OWNER'S CERTIFICATE

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT \_\_\_\_\_, ACTING BY AND THROUGH DULY AUTHORIZED AGENTS, \_\_\_\_\_ DO HEREBY ADOPT THIS PLAT, DESIGNATING THE HEREIN DESCRIBED PROPERTY AS **MUDDY CREEK WASTEWATER TREATMENT PLANT LOT 1, BLOCK 1**, AN ADDITION TO THE CITY OF DALLAS, DALLAS COUNTY, TEXAS. THE EASEMENTS SHOWN THEREON ARE HEREBY RESERVED FOR THE PURPOSES INDICATED. THE UTILITY AND FIRE LANE EASEMENTS SHALL BE OPEN TO THE PUBLIC, FIRE AND POLICE UNITS, GARBAGE AND RUBBISH COLLECTION AGENCIES, AND ALL PUBLIC AND PRIVATE UTILITIES FOR EACH PARTICULAR USE. THE MAINTENANCE OF PAVING ON THE UTILITY AND FIRE LANE EASEMENTS IS THE RESPONSIBILITY OF THE PROPERTY OWNER. NO BUILDINGS, FENCES, TREES, SHRUBS OR OTHER IMPROVEMENTS OR GROWTHS SHALL BE CONSTRUCTED, RECONSTRUCTED OR PLACED UPON, OVER OR ACROSS THE EASEMENTS AS SHOWN. SAID EASEMENTS BEING HEREBY RESERVED FOR THE MUTUAL USE AND ACCOMMODATION OF ALL PUBLIC UTILITIES USING OR DESIRING TO USE SAME. ALL, AND ANY PUBLIC UTILITY SHALL HAVE THE RIGHT TO REMOVE AND KEEP REMOVED ALL OR PARTS OF ANY BUILDING, FENCES, TREES, SHRUBS OR OTHER IMPROVEMENTS OR GROWTHS WHICH IN ANY WAY MAY ENDANGER OR INTERFERE WITH THE CONSTRUCTION, MAINTENANCE OR EFFICIENCY OF ITS RESPECTIVE SYSTEM ON THE EASEMENTS AND ALL PUBLIC UTILITIES SHALL AT ALL TIMES HAVE THE FULL RIGHT OF INGRESS AND EGRESS TO OR FROM AND UPON THE SAID EASEMENTS FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING, INSPECTING, PATROLLING, MAINTAINING AND ADDING TO OR REMOVING ALL OR PARTS OF ITS RESPECTIVE SYSTEMS WITHOUT THE NECESSITY AT ANY TIME OF PROCURING THE PERMISSION OF ANYONE. (ANY PUBLIC UTILITY SHALL HAVE THE RIGHT OF INGRESS AND EGRESS TO PRIVATE PROPERTY FOR THE PURPOSE OF READING METERS AND ANY MAINTENANCE OR SERVICE REQUIRED OR ORDINARILY PERFORMED BY THAT UTILITY.)

WATER MAIN AND WASTEWATER EASEMENTS SHALL ALSO INCLUDE ADDITIONAL AREA OF WORKING SPACE FOR CONSTRUCTION AND MAINTENANCE OF THE SYSTEMS. ADDITIONAL EASEMENT AREA IS ALSO CONVEYED FOR INSTALLATION AND MAINTENANCE OF MANHOLES, CLEANOUTS, FIRE HYDRANTS, WATER SERVICES AND WASTEWATER SERVICES FROM THE MAIN TO THE CURB OR PAVEMENT LINE, AND DESCRIPTION OF SUCH ADDITIONAL EASEMENTS HEREIN GRANTED SHALL BE DETERMINED BY THEIR LOCATION AS INSTALLED.

THIS PLAT APPROVED SUBJECT TO ALL PLATTING ORDINANCES, RULES, REGULATIONS AND RESOLUTIONS OF THE CITY OF WYLIE, TEXAS.

WITNESS, MY HAND AT WYLIE, TEXAS, THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 2020.

BY: \_\_\_\_\_

BY: \_\_\_\_\_

STATE OF TEXAS :  
COUNTY OF DALLAS :

BEFORE THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR STATE OF TEXAS ON THIS DAY 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 PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 2020.

NOTARY PUBLIC IN AND FOR STATE OF TEXAS \_\_\_\_\_

MY COMMISSION EXPIRES: \_\_\_\_\_

SURVEYOR'S CERTIFICATE

I, MATTHEW T. GODLEWSKI, A REGISTERED PROFESSIONAL LAND SURVEYOR, LICENSED BY THE STATE OF TEXAS, AFFIRM THAT THIS PLAT WAS PREPARED UNDER MY DIRECT SUPERVISION, FROM RECORDED DOCUMENTATION, EVIDENCE COLLECTED ON THE GROUND DURING FIELD OPERATIONS AND OTHER RELIABLE DOCUMENTATION; AND THAT THIS PLAT SUBSTANTIALLY COMPLIES WITH THE RULES AND REGULATIONS OF THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING, THE CITY OF DALLAS DEVELOPMENT CODE (ORDINANCE NO. 19455, AS AMENDED), AND THE TEXAS LOCAL GOVERNMENT CODE, CHAPTER 212. I FURTHER AFFIRM THAT MONUMENTATION SHOWN HERON WAS EITHER FOUND OR PLACED IN COMPLIANCE WITH THE CITY OF DALLAS DEVELOPMENT CODE, SEC.51A-8.617(A)(B)(C)(D) & (E); AND THAT THE DIGITAL DRAWING FILE ACCOMPANYING THIS PLAT IS A PRECISE REPRESENTATION OF THE SIGNED FINAL PLAT.

DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2020

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

MATTHEW T. GODLEWSKI, R.P.L.S.  
TEXAS REGISTRATION NO. 6817

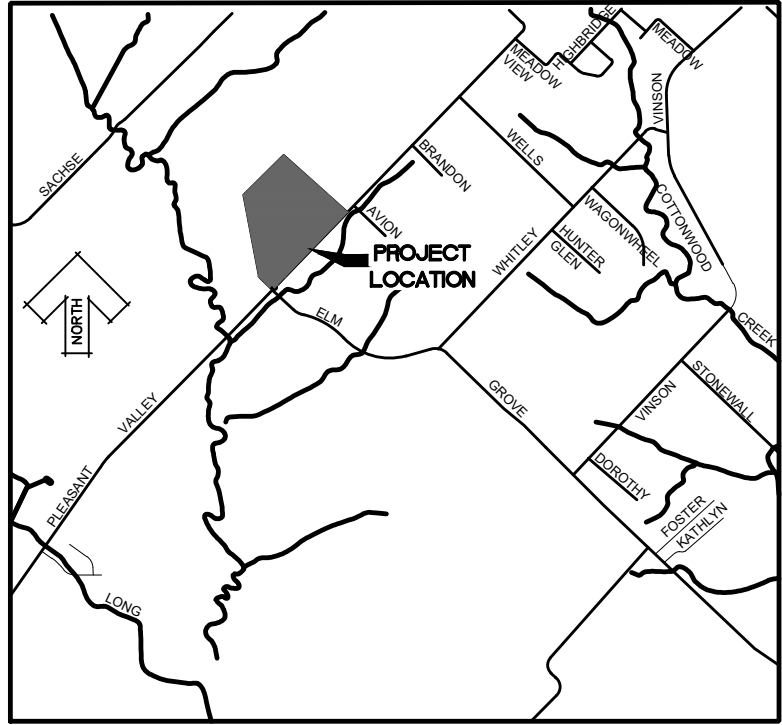
STATE OF TEXAS :  
COUNTY OF DALLAS :

BEFORE THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR STATE OF TEXAS ON THIS DAY PERSONALLY APPEARED, MATTHEW T. GODLEWSKI, 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 PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 2020.

NOTARY PUBLIC IN AND FOR STATE OF TEXAS \_\_\_\_\_

MY COMMISSION EXPIRES: \_\_\_\_\_



VICINITY MAP  
NOT TO SCALE

"RECOMMENDED FOR APPROVAL"

CHAIRMAN, PLANNING & ZONING COMMISSION      DATE  
CITY OF WYLIE, TEXAS

"APPROVED FOR CONSTRUCTION"

MAYOR, CITY OF WYLIE, TEXAS      DATE

"ACCEPTED"

MAYOR, CITY OF WYLIE, TEXAS      DATE

THE UNDERSIGNED, THE CITY SECRETARY OF THE CITY OF WYLIE, TEXAS, HEREBY CERTIFIES THAT THE FOREGOING FINAL PLAT OF THE **MUDDY CREEK WASTEWATER TREATMENT PLANT LOT 1, BLOCK 1**, SUBDIVISION OR 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, ALLEY, PARKS, EASEMENT, PUBLIC PLACES, AND WATER AND SEWER LINES AS SHOWN AND SET FORTH IN AND UPON SAID PLAT AND SAID COUNCIL FURTHER AUTHORIZED THE MAYOR TO NOTE THE ACCEPTANCE THEREOF BY SIGNING HIS NAME AS HEREINABOVE SUBSCRIBED.

WITNESS MY HAND THIS \_\_\_\_ DAY OF \_\_\_\_\_, A.D., 2021.

CITY SECRETARY  
CITY OF WYLIE, TEXAS

**FINAL PLAT**  
**MUDDY CREEK WASTEWATER**  
**TREATMENT PLANT**  
**LOT 1, BLOCK 1**  
AN ADDITION TO THE CITY OF WYLIE,  
DALLAS COUNTY, TEXAS  
50.38 ACRES  
SITUATED IN THE  
GUADALUPE DE LOS SANTOS SURVEY,  
ABSTRACT NO. 1384

OWNER:  
**NORTH TEXAS MUNICIPAL**  
**WATER DISTRICT, TRUSTEE**  
PO BOX 2408  
WYLIE, TX 75098

PREPARED BY:  
**HUITT-ZOLLARS**  
Dallas  
Huitt-Zollars, Inc.,  
1717 McKinney Avenue, Suite 1400, Dallas, TX 75202  
Phone (214) 871-3311      Fax (214) 871-0757  
TBPELS FIRM NO. 10025600  
Matthew T. Godlewski, RPLS No. 6817  
mgodlewski@Huitt-Zollars.com

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





# Wylie City Council

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## AGENDA REPORT

<b>Meeting Date:</b>	<u>January 12, 2021</u>	<b>Item Number:</b>	<u>F</u>
<b>Department:</b>	<u>Planning</u>		<i>(City Secretary's Use Only)</i>
<b>Prepared By:</b>	<u>Jasen Haskins, AICP</u>	<b>Account Code:</b>	<u></u>
<b>Date Prepared:</b>	<u>December 23, 2020</u>	<b>Exhibits:</b>	<u>1</u>

### Subject

Consider, and act upon, a final plat for Liberty Private School Addition, being a replat of Lot 1, Block A, to establish two ETJ lots, property located at 1435 East FM 544, in the City of Wylie's Extra Territorial Jurisdiction.

### Recommendation

Motion to approve, a final plat for Liberty Private School Addition, being a replat of Lot 1, Block A, to establish two ETJ lots, property located at 1435 East FM 544, in the City of Wylie's Extra Territorial Jurisdiction.

### Discussion

**OWNER: Cobb-Foster LLC**

**APPLICANT: Texas Heritage Surveying**

The applicant is proposing to subdivide one existing lot into two lots on 11.210 acres in the City of Wylie Extra Territorial Jurisdiction (ETJ) to create Lot 1R and Lot 2, Block A of Liberty Private School Addition. The site measures 9.673 acres as currently platted; however, in addition to splitting the property into two lots, the applicant is adding 1.537 acres of unplatted land to the acreage of the proposed Lot 2.

Lot 1R is developed with a daycare and Lot 2 is developed with a propane business. However, as the plat is in the ETJ, the uses and site development are outside the City's jurisdiction.

The plat provides firelane easements for the Liberty Private School site and is providing the required R.O.W dedication based on the Thoroughfare Design Standards.

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.

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

#### **P&Z Commission Discussion**

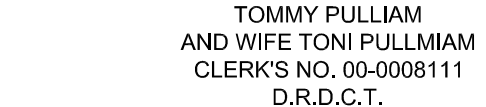
The Commission voted 5-0 to recommend approval.



CURVE #	LENGTH	RADIUS	DELTA	CHORD
C1	3.65'	44.00'	04°45'27"	N86°53'57"E 3.65'
C2	68.16'	44.00'	88°45'00"	S46°21'40"E 61.54'
C3	33.84'	44.00'	44°03'39"	S21°18'30"W 33.01'
C4	15.38'	20.00'	44°03'08"	S21°18'46"W 15.00'
C5	68.63'	44.00'	89°22'23"	S43°58'23"W 61.88'
C6	31.20'	20.00'	89°22'23"	N43°58'23"E 28.14'
C7	33.08'	20.00'	94°45'58"	N48°05'47"W 29.43'

CURVE #	LENGTH	RADIUS	DELTA	CHORD
C8	30.98'	20.00'	88°45'00"	S46°21'13"00"E 27.97'
C9	15.38'	20.00'	44°03'39"	S21°18'30"00"W 15.00'
C10	33.83'	44.00'	44°03'08"	S21°18'46"00"W 33.00'
C11	31.20'	20.00'	89°22'23"	S43°58'23"00"W 28.13'
C12	24.97'	20.00'	71°31'21"	N55°34'45"00"E 23.38'
C13	2.99'	5.00'	34°15'29"	N02°41'20"00"W 2.93'
C14	31.42'	20.00'	90°00'00"	N44°16'40"00"E 28.28'

LINE #	LENGTH	DIRECTION
L1	93.91'	N 84°31'14" E
L2	22.88'	N 89°16'40" E
L3	23.01'	S 00°44'12" E
L4	83.58'	S 00°42'49" E
L5	85.45'	S 88°39'34" W
L6	25.05'	N 04°53'49" W
L7	25.05'	N 88°39'34" E
L8	145.89'	N 00°42'49" W
L9	34.83'	S 84°31'14" W
L10	24.00'	N 04°53'49" W
L11	18.01'	N 89°16'40" W
L12	22.48'	S 00°43'20" E
L13	83.58'	S 00°42'49" E
L14	1.00'	S 88°39'34" W
L15	153.73'	N 00°42'49" W



WILLIAM LESLIE  
COLLINS, JR. 1445 FM 544  
Wylie, TX 75098

OWNER  
COLLINS PROPANE  
COMPANY  
1445 FM 544  
Wylie, TX 75098

OWNER  
COBB-FOSTER, LLC  
P.O. BOX 6498  
MCKINNEY, TEXAS 75071  
972-342-2771

TEXAS HERITAGE  
SURVEYING, LLC

10610 Metric Drive, Suite 124, Dallas, TX 75243  
Office 214-340-9700 Fax 214-340-9710  
txheritage.com  
Firm #10169300

**LOT 1R AND LOT 2, BLOCK A  
LIBERTY PRIVATE  
SCHOOL ADDITION**

BEING A REPLAT OF LOT 1, BLOCK A OF  
LIBERTY PRIVATE SCHOOL ADDITION  
(VOL. 2017, PG. 125 R.P.R.C.C.T.)  
SITUATED IN THE J.D. SHELBY  
SURVEY, ABSTRACT NO. 819,  
COLLIN COUNTY, TEXAS

PAGE 1 OF 2

DATE: 11/9/2020 / JOB # 1602415-7 / SCALE - 1" = 60' / JACOB



NOW, THEREFORE, KNOWN ALL MEN BY THESE PRESENTS

That COBB-FOSTER, LLC acting herein by and through his duly authorized agent Mike Foster, Partner, Collins Propane Company, acting herein by and through his duly authorized agent William Leslie Collins, Jr., and William Leslie Collins, Jr. do hereby adopt this plat designating the herein above described property as **LIBERTY PRIVATE SCHOOL ADDITION**, an addition to the City of Wylie of Texas, and do hereby dedicate to the public use forever, the streets, right-of-way shown hereon and other public improvement shown thereon. The streets and alleys, if any are dedicated for streets purpose. The easements and public use area, as shown, are dedicated, for the public use forever, for the purposes indicated on he this plat. No buildings, 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 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 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 endanger or interfere with the construction, maintenance or efficiency of their respective systems in said easements. The City of Wylie and public utility entities shall at all times have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time procuring permission from anyone

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

WITNESS, my hand, this the\_\_\_\_day of \_\_\_\_\_, 2020.

BY: Cobb-Foster, LLC

Signature of Owner

Mike Foster, Partner

STATE OF TEXAS:

COUNTY OF DALLAS:

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Mike Foster (Partner), Owner, known to me to be the person whose name is subscribed to the foregoing instruments and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office, this \_\_\_\_day of \_\_\_\_\_, 2020.

Notary Public in and for the State of Texas

My Commission Expires On:

WITNESS, my hand, this the\_\_\_\_day of \_\_\_\_\_, 2020.

BY: Collins Propane Company

Signature of Owner

William Leslie Collins, Jr

STATE OF TEXAS:

COUNTY OF DALLAS:

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

Given under my hand and seal of office, this \_\_\_\_day of \_\_\_\_\_, 2020.

Notary Public in and for the State of Texas

My Commission Expires On:

WITNESS, my hand, this the\_\_\_\_day of \_\_\_\_\_, 2020.

BY: William Leslie Collins, Jr.

Signature of Owner

William Leslie Collins, Jr.

STATE OF TEXAS:

COUNTY OF DALLAS:

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

Given under my hand and seal of office, this \_\_\_\_day of \_\_\_\_\_, 2020.

Notary Public in and for the State of Texas

My Commission Expires On:

"RECOMMENDED FOR APPROVAL"

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

"APPROVED FOR CONSTRUCTION"

Mayor, City of Wylie, Texas Date

"ACCEPTED"

Mayor, City of Wylie, Texas Date

The undersign, the City Secretary of the City of Wylie, Texas, hereby certifies that the foregoing final plat of the **LIBERTY PRIVATE SCHOOL ADDITION** subdivision or 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, alley, parks, easements, public places, and water and sewer lines as shown and set forth in and upon said plat and said Council further authorized the Mayor to note the acceptance thereof by signing his name as hereinabove subscribed.

Witness my hand this \_\_\_\_ day of \_\_\_\_\_, A.D., 2020.

City Secretary  
City of Wylie, Texas

SURVEYORS CERTIFICATE

STATE OF TEXAS  
COUNTY OF DALLAS

I certify that the accompanying plat correctly shows **LIBERTY PRIVATE SCHOOL ADDITION** being part of the JD Shelby Survey, Abstract No. 819 in the County of Collin, Texas.

I Certify that iron stakes and/or monuments were placed under my supervision at all lot corners and there are no encroachments across any of the lines.

**PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSES AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT. (12/1/2020)**

Gary E. Johnson  
Registered Professional Land Surveyor No. 5299

STATE OF TEXAS  
COUNTY OF DALLAS

BEFORE ME, the undersigned a Notary Public in and for the said County and State, on this day personally appeared Gary E. Johnson, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledge to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the \_\_\_\_\_, day of \_\_\_\_\_, 2020.

Notary Public

Health Department Certification:

I hereby certify that the on-site sewage facilities described on this plat conform to the applicable OSSF laws of the State of Texas, that site evaluations have been submitted representing the site conditions in the area in which on-site sewage facilities are planned to be used.

Registered Sanitarian or Designated Representative  
Collin County Development Services

GENERAL NOTES:

- According to the F.I.R.M. NO. 48085C0535 J, The subject property lies in Zone X and does not lie within a flood prone hazard area.
- The purpose of this plat is to create two lots from one lot and a tract of land as a result of the selling of part of the original Lot 1, Block A of Liberty Private School Addition.
- Bearings are Based on State Plane Coordinate System, Texas North Central Zone 4202, North American Datum of 1983, 2011.
- Selling a portion of this addition by metes and bound is a violation of city ordinance and state law, and is subject to fines and withholding of utilities and building permits.
- All lots must utilize alternative type On-Site Sewage Facilities.
- Must maintain state-mandated setback of all On-Site Sewage Facility components from any/all easements and drainage areas, water distribution lines, sharp breaks and/or creeks/rivers/ponds, etc. (Per State regulations).
- Tree removal and/or grading for OSSF may be required on individual lots.
- Individual site evaluations and OSSF design plans (meeting all State and County requirements) must be submitted to and approved by Collin County for each lot prior to construction of any OSSF system.
- There are no water wells noted in this subdivision and no water wells are allowed without prior approval from Collin County Development Services.

OWNER'S CERTIFICATE

STATE OF TEXAS  
COUNTY OF COLLIN

WHEREAS COBB-FOSTER, LLC and William Leslie Collins, Jr., and Collins Propane Company are the owners of a tract of land situated in the J.D. Shelby Survey, Abstract No. 819, Collin County, Texas, being a part of that certain called 9.689 acre tract of land described in Warranty Deed to Cobb-Foster, LLC recorded in Document Number 20160705000848430, of the Real Property Records, Collin County, Texas, being all of Lot 1, Block A of Liberty Private School Addition, an addition to Collin County, Texas, according to the Plat thereof recorded in Volume 2017, Page 125 of the Official Public Records of Collin County, Texas, being a part of the tract of land as described in General Warranty Deed to William Leslie Collins, Jr., recorded in Document Number 20120202000124080, Real Property Records, Collin County, Texas, being all of Tracts 1 and 2 as described in Deed to Collins Propane Company, as recorded in Document Number 20190422000429310, Real Property Records, Collin County, Texas, and together being more particularly described by metes and bounds as follows:

COMMENCING at a 5/8 inch iron rod with yellow cap stamped "5430" found, being the northwest corner of a 5 foot right-of-way dedication, as recorded in Volume 2017, Page 125, Real Property Records, Collin County, Texas and being the southwest corner of Lot 1, Block A of Geckler Addition, an addition to Collin County, Texas, according to the plat recorded in Document Number 20150505010001490, Real Property Records, Collin County, Texas;

THENCE North 89 degrees 16 minutes 22 seconds East, along the common line of said Lot 1, Block A of Geckler Addition and 5 foot right-of-way dedication, a distance of 5.01 feet to a 1/2 inch iron rod with yellow cap stamped "TXHS" set for corner, being the southwest corner of said Lot 1, Block A of Geckler Addition, the northwest corner of said Lot 1, Block A of Liberty Private School Addition, the northeast corner of said 5 foot right-of-way dedication, and being the POINT OF BEGINNING;

THENCE North 89 degrees 16 minutes 22 seconds East, continuing along the common line of said Lot 1, Block A of Geckler Addition and said Lot 1, Block A of Liberty Private School Addition, passing at a distance of 545.56 feet a 1/2 inch iron rod with yellow cap stamped "TXHS" found for corner, being the northwest corner of said Tract 1 of the Collins Propane Company deed and continuing a total distance of 1086.13 feet to a 5/8 inch iron rod with yellow cap stamped "5430" found for corner, being the southeast corner of said Lot 1, Block A of Geckler Addition, being the northeast corner of said Lot 1, Block A of Liberty Private School Addition and said Tract 1 of the Collins Propane Company deed, and lying on the west line of the tract of land described in Trustee's Special Warranty Deed to Veta Lowayne Biggs Vaughn and James Richard Stiles, Jr. as recorded in Document Number 20141202001312140, Real Property Records, Collin County, Texas;

THENCE South 01 degrees 08 minutes 36 seconds East, along the common line of said Lot 1, Block A of Liberty Private School Addition and said Tract 1 of the Collins Propane Company deed with the Vaughn and Stiles tract, a distance of 455.74 feet to 1/2 inch iron rod with yellow cap stamped "TXHS" found for corner, being the southeast corner of said Lot 1, Block A of Liberty Private School Addition and said Tract 1 of Collins Propane Company deed and also being the northeast corner of the tract of land as described in General Warranty Deed to William Leslie Collins, Jr. as recorded in Document Number 20120202000124080, Real Property Records, Collin County, Texas;

THENCE South 89 degrees 16 minutes 22 seconds West, along the common line of said Lot 1, Block A of Liberty Private School Addition and said Tract 1 of said Collins Propane Company deed with said Collins tract, a distance of 581.67 feet to 5/8 inch iron rod with yellow cap stamped "5430" found for corner, being an inner ell corner of the tract of land as described in General Warranty Deed to Wylie East Self Storage, LLC as recorded in Document Number 20171114001511270, Real Property Records, Collin County, Texas;

THENCE North 00 degrees 43 minutes 34 seconds West, along the common line of said Lot 1, Block A of Liberty Private School Addition and said Tract 1 of Collins Propane Company deed with said Wylie East Self Storage tract, a distance of 75.68 feet to a 1/2 inch iron rod with yellow cap stamped "TXHS" found for corner;

THENCE South 89 degrees 54 minutes 54 seconds West, along the common line of said Collins and Wylie East Self Storage tracts, a distance of 202.90 feet to a 1/2 inch iron rod with yellow cap stamped "TXHS" set for corner;

THENCE South 01 degrees 52 minutes 09 seconds East, continuing along the common line of said Collins and Wylie East Self Storage tracts, a distance of 98.15 feet to a 1/2 inch iron rod with yellow cap stamped "TXHS" set for corner;

THENCE South 58 degrees 26 minutes 05 seconds West, continuing along the common line of said Collins and Wylie East Self Storage tracts, a distance of 64.95 feet to a 1/2 inch iron rod with yellow cap stamped "TXHS" set for corner;

THENCE South 86 degrees 39 minutes 07 seconds West, continuing along the common line of said Collins and Wylie East Self Storage tracts, a distance of 218.85 feet to a 5/8 inch iron rod with yellow cap stamped "5430" found for corner lying on the east right-of-way of aforementioned FM 544 and the beginning of a non-tangent curve to the left;

THENCE along FM 544 and said non-tangent curve to the left, with a central angle of 01 degrees 04 minutes 46 seconds, a radius of 2909.79 feet, a chord bearing of North 04 degrees 34 minutes 33 seconds West, and a chord distance of 54.81 feet, an arc distance of 54.81 feet to a 1/2 inch iron rod with yellow cap stamped "TXHS" set for corner;

THENCE North 04 degrees 52 minutes 14 seconds West, continuing along the east right-of-way line of said FM 544, a distance of 151.74 feet to a 5/8 inch iron rod with yellow cap stamped "5430" found for corner, being the southwest corner of aforementioned 5 foot right-of-way dedication;

THENCE North 89 degrees 17 minutes 11 seconds East, a distance of 5.01 feet to a 1/2 inch iron rod with yellow cap stamped "TXHS" set for corner, being the southwest corner of said Lot 1, Block A of Liberty Private School Addition;

THENCE North 04 degrees 53 minutes 49 seconds West, along the east right-of-way line of said FM 544, passing at a distance of 3.89 feet a 1/2 inch iron rod with yellow cap stamped "TXHS" found, continuing a total distance of 310.12 feet to the POINT OF BEGINNING and containing 488,320 square feet or 11.21 acres of land.

OWNER  
WILLIAM LESLIE  
COLLINS, JR. 1445 FM 544  
Wylie, TX 75098

OWNER  
COLLINS PROPANE  
COMPANY  
1445 FM 544  
Wylie, TX 75098

OWNER  
COBB-FOSTER, LLC  
P.O. BOX 6498  
MCKINNEY, TEXAS 75071  
972-342-2771

SURVEYOR  
TEXAS HERITAGE  
SURVEYING, LLC

10610 Metric Drive, Suite 124, Dallas, TX 75243  
Office 214-340-9700 Fax 214-340-9710  
txheritage.com  
Firm #0169300



REPLAT  
**LOT 1R AND LOT 2, BLOCK A  
LIBERTY PRIVATE  
SCHOOL ADDITION**

BEING A REPLAT OF LOT 1, BLOCK A OF  
LIBERTY PRIVATE SCHOOL ADDITION  
(VOL. 2017, PG. 125) SITUATED IN THE  
J.D. SHELBY

SURVEY, ABSTRACT NO. 819,  
COLLIN COUNTY, TEXAS





# Wylie City Council

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## AGENDA REPORT

<b>Meeting Date:</b>	<u>January 12, 2021</u>	<b>Item Number:</b>	<u>G</u>
<b>Department:</b>	<u>Planning</u>		<i>(City Secretary's Use Only)</i>
<b>Prepared By:</b>	<u>Jasen Haskins, AICP</u>	<b>Account Code:</b>	<u></u>
<b>Date Prepared:</b>	<u>December 23, 2020</u>	<b>Exhibits:</b>	<u>2</u>

### Subject

Consider, and act upon, Ordinance No. 2021-01, amending Zoning Ordinance (2007-23) Article 2, Section 2.5.C Accessory Structures, as it relates to the development standards of accessory structures and carports. **(ZC 2020-14)**.

### Recommendation

Motion to approve Ordinance No. 2021-01, amending Zoning Ordinance (2007-23) Article 2, Section 2.5.C Accessory Structures, as it relates to the development standards of accessory structures and carports. **(ZC 2020-14)**.

### Discussion

On December 8, 2020 City Council held a public hearing and approved the recommended amendments to Section 2.5.C of the Zoning Ordinance, summarized as follows:

- to reduce the standard rear and side setbacks for accessory structures from 5' to 3'
- to increase the allowed height from 14' to 15' on lots under one acre and to a height of 20' for lots over one acre in size. Accessory structures with a height over 15' (to a maximum of 20') would be required to comply with the rear and side setbacks of the primary structure.
- to reduce the rear setback for carports on residential properties with rear alley access from 20' to 5'.

The adoption of the attached Ordinance makes the appropriate amendments; and provides a penalty clause, a repeal clause, a savings clause, a severability clause, and an effective date.

**ORDINANCE NO. 2021-01**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WYLIE, TEXAS, AMENDING ORDINANCE NO. 2007-23 OF THE CITY OF WYLIE (THE ZONING ORDINANCE, AS AMENDED), ARTICLE 2, SECTION 2.5.C; MODIFYING CERTAIN REGULATIONS RELATING TO DEVELOPMENT STANDARDS FOR ACCESSORY STRUCTURES IN THE CITY OF WYLIE; PROVIDING A PENALTY CLAUSE, SAVINGS/REPEALING CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.**

WHEREAS, the City Council of the City of Wylie, Texas ("City Council") has investigated and determined that it would be advantageous and beneficial to the citizens of the City of Wylie, Texas ("Wylie") to amend Article 2, Section 2.5.C, of Ordinance No. 2007-23, the Zoning Ordinance, as amended, to modify regulations relating to Development Standards of Accessory Structures in the City of Wylie; and

WHEREAS, the City Council finds that this Ordinance contains textual amendments to the Zoning Ordinance that do not change zoning district boundaries, and therefore, written notice to individual property owners is not legally required; and

WHEREAS, the City Council finds that all legal notices required for amending the Zoning Ordinance have been given in the manner and form set forth by law, public hearings have been held on the proposed amendments and all other requirements of notice have been fulfilled; and

WHEREAS, the City Council finds that it is in the best interests of Wylie and its citizens to amend the Zoning Ordinance as set forth below, and that such amendments are in furtherance of the health, safety, morals and general welfare of the Wylie community and the safe, orderly and healthful development of Wylie.

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

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

SECTION 2: Article 2, Section 2.5.C of Wylie's Zoning Ordinance, Ordinance No. 2007-23, are hereby amended as set forth in Exhibit A, attached hereto and incorporated herein by reference for all purposes.

SECTION 3: The Zoning Ordinance, as amended, shall remain in full force and effect, save and except as amended by this or any other Ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed, but such repeal shall not abate any pending prosecution for

violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinance shall remain in full force and effect.

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

**SECTION 5:** Any person, firm, corporation or entity violating this Ordinance or any provision of Wylie's Zoning Ordinance, as amended, shall be deemed guilty of a misdemeanor, and on conviction thereof, shall be fined in an amount not exceeding Two Thousand Dollars (\$2,000.00). A violation of any provision of this Ordinance shall constitute a separate violation for each calendar day in which it occurs. The penal provisions imposed under this Ordinance shall not preclude Wylie from filing suit to enjoin the violation. Wylie retains all legal rights and remedies available to it pursuant to local, state and federal law.

**SECTION 6:** This Ordinance shall become effective from and after its adoption and publication as required by law the City Charter and by law.

**DULY PASSED AND APPROVED by the City Council of the City of Wylie, Texas, this**  
12th day of January, 2021.

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Matthew Porter, Mayor

ATTEST:

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Stephanie Storm, City Secretary

*Dates of Publication:* January 20, 2021 in the Wylie News

**C. Accessory Structures**

1. Attached accessory buildings shall conform to the regulations applicable to the main building to which they are attached. Attached buildings are defined as any building sharing a common roof with the primary structure.
2. Detached accessory buildings shall be subject to all of the following regulations, in addition to any other applicable regulations of this chapter. NOTE: Accessory buildings in AG/30 zoning districts directly associated with the support of a bona fide private agricultural use of the property have some differentiating requirements noted separately under the various headings below.
  - a. Number of Buildings:
    - (1) No more than two (2) accessory structures may be placed on any residential or commercial lot.
    - (2) AG/30: The number of accessory structures that may be placed on an AG/30 lot is limited by lot coverage (see 4.b.2.b).
  - b. Lot coverage:
    - (1) The combined floor area of all accessory buildings shall not exceed five (5) percent of lot coverage or sixty (60) percent of the primary structure, whichever is less. In no case shall the combined area of the primary structure and accessory building(s) exceed the maximum percentage of lot coverage allowed for the zoning district on which the structures are placed.
    - (2) AG/30: Barns and/or stables shall be limited in area to ten (10) percent of lot coverage.
  - c. Setback Requirements:
    - (1) Street: Accessory buildings shall not extend beyond a platted front, side or rear building line adjacent to a street. If no building line exists adjacent to a street on an approved plat, the building shall not be located closer than ten (10) feet from the property line.
    - (2) Easement: No accessory structure shall be located within any easement.
    - (3) Front: Accessory buildings shall not be located closer to the front property line than the main building or the front yard setback requirement for that zoning district, whichever is greater.
    - (4) Side: Accessory buildings shall not be located closer than three (3) feet to the side property line when the accessory building is located behind the main building. When the accessory building is located in the side yard, the setback for the accessory building will be the same as the setback requirement for the main building. When the height of the accessory structure is greater than 15 feet, the side setbacks shall match the setbacks of the primary structure.
    - (5) Rear: When the accessory building is a garage or carport with rear access, the rear setback shall be a minimum of five (5) feet from the property line. All other accessory buildings shall not be located closer than three (3) feet to the rear

property line. When the height of the accessory structure is greater than 15 feet, the rear setbacks shall match the setbacks of the primary structure.

- (6) Other Structures - Accessory buildings, other than carports, shall not be located within five (5) feet of any other structure.
  - (7) AG/30: Barns and/or stables shall not be located within fifty (50) feet of any property line or dwelling
- d. Roof:
- (1) The minimum roof slope for all accessory structures shall be 3:12, unless the accessory structure is prefabricated, pre-finished, and covers less than two (2) percent of the lot or is a carport.
  - (2) The color and materials of the roof of the accessory structures must closely resemble the color and materials of the roof of the main structure, unless the accessory structures is prefabricated, pre-finished, and covers less than (2) percent of the lot or is a carport.
- e. Exterior Walls:
- (1) Accessory structures covering less than two (2) percent of the lot are required to be constructed with exterior walls composed of metal with a baked-on enamel or vinyl finish, vinyl, wood structure that is prefinished and prefabricated, composite masonry façade, or the same masonry content required of the main structure.
  - (2) Accessory structures covering more than two (2) percent of the lot are required to be constructed with exterior walls composed of composite masonry façade material or the same masonry content required of the main structure.
  - (3) AG/30: Barns and stables located on property zoned Agricultural (AG/30) are exempt from the masonry requirement for exterior walls.
  - (4) No pressure treated wood is permitted as exterior finish.
- f. Height:
- (1) Accessory structures shall be limited to a height of not more than fifteen (15) feet on lots less than one acre and not more than twenty (20) feet on lots one acre or greater.
  - (2) AG/30: Accessory structures shall be limited to a height of not more than twenty (20) feet.
- g. Notes:
- AG/30: Commercial equestrian or rodeo arenas whether enclosed, partially enclosed, or open air shall require a Specific Use Permit as provided in Section 5.4 “Special Use Permits” of this ordinance.





# Wylie City Council

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## AGENDA REPORT

<b>Meeting Date:</b>	<u>January 12, 2021</u>	<b>Item Number:</b>	<u>H</u>
<b>Department:</b>	<u>Planning</u>		<i>(City Secretary's Use Only)</i>
<b>Prepared By:</b>	<u>Jasen Haskins, AICP</u>	<b>Account Code:</b>	<u></u>
<b>Date Prepared:</b>	<u>December 23, 2020</u>	<b>Exhibits:</b>	<u>2</u>

### Subject

Consider, and act upon, Ordinance No. 2021-02, amending Zoning Ordinance (2006-04) Article 5, Sections 5.1.F Land Use Charts and 5.2.F Listed Uses, as they relate to the Automotive Repair, Minor use (**ZC 2020-15**).

### Recommendation

Motion to approve Ordinance No. 2021-02, amending Zoning Ordinance (2006-04) Article 5, Sections 5.1.F Land Use Charts and 5.2.F Listed Uses, as they relate to the Automotive Repair, Minor use (**ZC 2020-15**).

### Discussion

On December 8, 2020 City Council held a public hearing and approved the recommended amendments to Section 2.5.C of the Zoning Ordinance, summarized as follows:

- Amend the zoning ordinance use chart to require a Special Use Permit for the Automobile Repair, Minor use when the use is within the Community Retail and Commercial Corridor Zoning Districts.
- Allow the use by right in HI Zoned Districts
- Require additional provisions in all zoning districts, not just Neighborhood Services.
- Require additional provisions when the use is within the Light Industrial or Heavy Industrial Zoning Districts by requiring a SUP when it is within 300 feet from a residentially zoned district.

The adoption of the attached Ordinance makes the appropriate amendments; and provides a penalty clause, a repeal clause, a savings clause, a severability clause, and an effective date.

**ORDINANCE NO. 2021-02**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WYLIE, TEXAS, AMENDING ORDINANCE NO. 2006-04 OF THE CITY OF WYLIE (THE ZONING ORDINANCE, AS AMENDED), ARTICLE 5, SECTIONS 5.1.F LAND USE CHARTS AND 5.2.F LISTED USES; MODIFYING CERTAIN REGULATIONS RELATING TO DEVELOPMENT STANDARDS OF THE AUTOMOTIVE REPAIR, MINOR USE IN THE CITY OF WYLIE; PROVIDING A PENALTY CLAUSE, SAVINGS/REPEALING CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.**

WHEREAS, the City Council of the City of Wylie, Texas ("City Council") has investigated and determined that it would be advantageous and beneficial to the citizens of the City of Wylie, Texas ("Wylie") to amend Article 5, Sections 5.1.F and 5.2.F, of Ordinance No. 2006-04, the Zoning Ordinance, as amended, to modify regulations relating to Development Standards of the Automotive Repair, Minor Use in the City of Wylie; and

WHEREAS, the City Council finds that this Ordinance contains textual amendments to the Zoning Ordinance that do not change zoning district boundaries, and therefore, written notice to individual property owners is not legally required; and

WHEREAS, the City Council finds that all legal notices required for amending the Zoning Ordinance have been given in the manner and form set forth by law, public hearings have been held on the proposed amendments and all other requirements of notice have been fulfilled; and

WHEREAS, the City Council finds that it is in the best interests of Wylie and its citizens to amend the Zoning Ordinance as set forth below, and that such amendments are in furtherance of the health, safety, morals and general welfare of the Wylie community and the safe, orderly and healthful development of Wylie.

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

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

SECTION 2: Article 5, Sections 5.1.F and 5.2.F of Wylie's Zoning Ordinance, Ordinance No. 2006-04, are hereby amended as set forth in Exhibit A, attached hereto and incorporated herein by reference for all purposes.

SECTION 3: The Zoning Ordinance, as amended, shall remain in full force and effect, save and except as amended by this or any other Ordinance. All provisions of any ordinance in conflict

with this Ordinance are hereby repealed, but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinance shall remain in full force and effect.

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

SECTION 5: Any person, firm, corporation or entity violating this Ordinance or any provision of Wylie's Zoning Ordinance, as amended, shall be deemed guilty of a misdemeanor, and on conviction thereof, shall be fined in an amount not exceeding Two Thousand Dollars (\$2,000.00). A violation of any provision of this Ordinance shall constitute a separate violation for each calendar day in which it occurs. The penal provisions imposed under this Ordinance shall not preclude Wylie from filing suit to enjoin the violation. Wylie retains all legal rights and remedies available to it pursuant to local, state and federal law.

SECTION 6: This Ordinance shall become effective from and after its adoption and publication as required by law the City Charter and by law.

**DULY PASSED AND APPROVED by the City Council of the City of Wylie, Texas, this 12th day of January, 2021.**

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Matthew Porter, Mayor

ATTEST:

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Stephanie Storm, City Secretary

*Dates of Publication:* January 20, 2021 in the Wylie News

Permitted Uses	Residential Districts							Non-Residential Districts								Parking
	Low Density		High Density					Commercial				Industrial		Mixed-Use		
F. Retail, Personal Service & Commercial	AG/30	SF-ED	SF-20/26	SF-10/24	TH	MF	MH	NS	CR	CC	BG	LI	HI	DTH	SBO	
1. Animal Clinic or Hospital	S							S	P	P						1 per 400 sq ft (L)
2. Automobile Rental								S	P*	P		P*	P			1 per 400 sq ft (L)
3. Automobile Repair, Major										S		S	P			1 per 400 sq ft (L)
4. Automobile Repair, Minor								S	S	S		P	P			1 per 300 sq ft (L)
5. Body Art Studio												P*	P*			1 per 150 sq ft (L)
6. Car Wash								S	S	S						Per approved SUP (L)
7. Club or Lodge (Non-profit)								P	P	P				P	P	1 per 200 sq ft (L)
8. Contractor's Maintenance Yard												S	P			1 per 500 sq ft main structure (L)
9. Dry Cleaning or Laundry, Drop-Off or Self Service								P	P	P		P	P	P*		1 per 350 sq ft
10. Cleaners (Commercial)										S		P*	P*			1 per 1000 sq ft (L)
11. Equipment Rental								S	S	S		P	P			1 per 500 sq ft

P=Permitted P\*=Permitted with additional requirements when located in this district.  
S=Special Use Permit T=Temporary Use Permit (L)=Loading spaces are required

#### **4. Automobile Repair, Minor**

- a. **Definition:** Auto service center means a facility for the servicing or minor repair of automobiles. This use may include the retail sales of lubricating oils, tires, or parts for use in motor vehicles. Minor repairs include replacement of engine, transmission, chassis and drive train parts, tune-up and adjustments of motor vehicle engines and systems, and the replacement and repair of minor body parts such as windshields and windows and body trim parts. This use does not include rebuilding of engines or the restoration and painting of motor vehicles.
- b. **Additional Provisions:**
  - (1) All activities and operations shall be conducted entirely within an enclosed structure.
  - (2) Noise from bells or loudspeakers shall not be audible beyond the property line at any time.
  - (3) Openings in service bays shall not face public rights-of-way and shall be designed to minimize visual intrusion into adjoining properties.

##### **LI and HI Districts:**

- (1) Automobile Repair, Minor shall require an SUP when located within 300 feet of a residentially zoned district.



# Wylie City Council

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## AGENDA REPORT

<b>Meeting Date:</b>	<u>January 12, 2021</u>	<b>Item Number:</b>	<u>I</u>
<b>Department:</b>	<u>Finance</u>		<i>(City Secretary's Use Only)</i>
<b>Prepared By:</b>	<u>Melissa Beard</u>	<b>Account Code:</b>	<u>Revenue and Expenditure</u>
<b>Date Prepared:</b>	<u>January 5, 2021</u>	<b>Exhibits:</b>	<u>Monthly Report</u>

### Subject

Consider, and place on file, the City of Wylie Monthly Revenue and Expenditure Report for November 30, 2020.

### Recommendation

Motion to accept, and place on file, the City of Wylie Monthly Revenue and Expenditure Report for November 30, 2020.

### 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

November 30, 2020

ACCOUNT DESCRIPTION	ANNUAL BUDGET 2020-2021	CURRENT MONTH ACTUAL 2020-2021	YTD ACTUAL 2020-2021	YTD ACTUAL AS A PERCENT OF BUDGET	Benchmark 16.67%
<b>GENERAL FUND REVENUE SUMMARY</b>					
TAXES	32,899,113	1,337,258	1,756,821	5.34%	A
FRANCHISE FEES	2,840,000	0	0	0.00%	B
LICENSES AND PERMITS	916,852	58,306	134,478	14.67%	
INTERGOVERNMENTAL REV.	2,044,915	69,643	70,383	3.44%	C
SERVICE FEES	3,872,224	368,833	389,598	10.06%	D
FINES AND FORFEITURES	331,450	13,034	28,411	8.57%	E
INTEREST INCOME	25,000	737	1,652	6.61%	F
MISCELLANEOUS INCOME	177,500	6,337	16,846	9.49%	
OTHER FINANCING SOURCES	2,416,161	0	2,416,161	100.00%	G
<b>REVENUES</b>	<b>45,523,215</b>	<b>1,854,148</b>	<b>4,814,350</b>	<b>10.58%</b>	
USE OF FUND BALANCE	0	0	0	0.00%	
USE OF CARRY-FORWARD FUNDS	1,015,111	NA	NA	NA	H
<b>TOTAL REVENUES</b>	<b>46,538,326</b>	<b>1,854,148</b>	<b>4,814,350</b>	<b>10.34%</b>	
<b>GENERAL FUND EXPENDITURE SUMMARY</b>					
CITY COUNCIL	95,507	2,331	4,693	4.91%	
CITY MANAGER	1,193,854	82,640	135,370	11.34%	
CITY SECRETARY	420,655	40,321	78,573	18.68%	I
CITY ATTORNEY	170,000	0	0	0.00%	
FINANCE	1,230,039	84,553	129,857	10.56%	
FACILITIES	896,184	62,842	79,804	8.90%	
MUNICIPAL COURT	543,881	28,984	47,566	8.75%	
HUMAN RESOURCES	714,812	42,627	70,671	9.89%	
PURCHASING	203,552	15,100	24,061	11.82%	
INFORMATION TECHNOLOGY	2,004,234	405,513	548,677	27.38%	J
POLICE	11,203,765	810,001	1,340,407	11.96%	
FIRE	9,498,390	642,625	1,072,219	11.29%	
EMERGENCY COMMUNICATIONS	2,009,604	252,157	340,657	16.95%	
ANIMAL CONTROL	614,738	32,668	52,234	8.50%	
PLANNING	322,362	24,631	39,504	12.25%	
BUILDING INSPECTION	595,423	46,618	75,261	12.64%	
CODE ENFORCEMENT	255,857	18,199	29,090	11.37%	
STREETS	4,466,149	126,132	223,538	5.01%	
PARKS	2,580,143	197,666	278,041	10.78%	
LIBRARY	2,106,912	185,087	264,818	12.57%	
COMBINED SERVICES	5,412,265	318,483	573,792	10.60%	
<b>TOTAL EXPENDITURES</b>	<b>46,538,326</b>	<b>3,419,178</b>	<b>5,408,833</b>	<b>11.62%</b>	
<b>REVENUES OVER/(UNDER) EXPENDITURES</b>	<b>0</b>	<b>-1,565,030</b>	<b>-594,483</b>	<b>-1.28%</b>	
<p>A. Property Tax Collections for FY20-21 as of November 30, 2020 are 6.48%, in comparison to FY19-20 for the same time period of over 6.78%. Sales tax is on a 2 month lag and has not been received yet.</p> <p>B. Franchise Fees: The majority of franchise fees are recognized in the third and fourth quarter with electric fees making up the majority.</p> <p>C. Intergovernmental Rev: The majority of intergovernmental revenues come from WISD reimbursements and Fire Services which are billed quarterly.</p> <p>D. Service Fees: Trash fees billed in October are applicable towards FY 2019-20 revenue with the remaining fees coming from other seasonal fees.</p> <p>E. Fines and Forfeitures are down 19% from November 2019 which is a continuation of the decreasing trend in fines.</p> <p>F. The Interest rate has gone from .20% in July 2020 when budget was prepared to .1085% for November 2020.</p> <p>G. Yearly transfer from Utility Fund.</p> <p>H. Largest Carry Forward items: Energov Software \$225,450, Rowlett Creek Dam Improvements \$110,000. Stone Road Rehap Project \$300,000</p> <p>I. Expenses for November election. Percentage will level out over next few months.</p> <p>J. Annual software license and maintenance agreements. Percentage will level out over next few months.</p>					

# CITY OF WYLIE

## MONTHLY FINANCIAL REPORT

November 30, 2020

ACCOUNT DESCRIPTION	ANNUAL BUDGET 2020-2021	CURRENT MONTH ACTUAL 2020-2021	YTD ACTUAL 2020-2021	YTD ACTUAL AS A PERCENT OF BUDGET	Benchmark 16.67%
<b>UTILITY FUND REVENUES SUMMARY</b>					
SERVICE FEES	23,921,619	2,062,809	2,111,368	8.83%	<b>K</b>
INTEREST INCOME	18,000	560	1,184	6.58%	
MISCELLANEOUS INCOME	33,000	1,615	3,355	10.17%	
OTHER FINANCING SOURCES	0	0	0	0.00%	
<b>REVENUES</b>	<b>23,972,619</b>	<b>2,064,984</b>	<b>2,115,907</b>	<b>8.83%</b>	
USE OF FUND BALANCE	0	NA	0	0	<b>L</b>
USE OF CARRY-FORWARD FUNDS	1,040,244	NA	NA	NA	
<b>TOTAL REVENUES</b>	<b>25,012,863</b>	<b>NA</b>	<b>2,115,907</b>	<b>8.46%</b>	
<b>UTILITY FUND EXPENDITURE SUMMARY</b>					
UTILITY ADMINISTRATION	1,353,535	54,934	111,602	8.25%	<b>M</b>
UTILITIES - WATER	4,562,713	148,224	210,100	4.60%	
UTILITIES - SEWER	1,374,903	56,608	119,297	8.68%	
UTILITY BILLING	1,170,356	62,559	108,891	9.30%	
COMBINED SERVICES	15,460,544	111,505	3,430,834	22.19%	
<b>TOTAL EXPENDITURES</b>	<b>23,922,051</b>	<b>433,830</b>	<b>3,980,724</b>	<b>16.64%</b>	
<b>REVENUES OVER/(UNDER) EXPENDITURES</b>	<b>1,090,812</b>	<b>1,631,154</b>	<b>-1,864,817</b>	<b>-8.18%</b>	
K. Most Utility Fund Revenue billed in October was applicable to FY 2019-20. L. Largest Carry Forward items: Energov Software \$150,300, Pump Station Backup Generators \$601,370, WW Treatment Plant Decommissioning Design \$100,000 M. Annual transfer to the General Fund of \$2.4 million. Other expenses are payments to NTMWD for water minimum and sewer treatment.					





# Wylie City Council

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## AGENDA REPORT

<b>Meeting Date:</b>	<u>January 12, 2021</u>	<b>Item Number:</b>	<u>J</u>
<b>Department:</b>	<u>Finance</u>		<i>(City Secretary's Use Only)</i>
<b>Prepared By:</b>	<u>Melissa Beard</u>	<b>Account Code:</b>	<u></u>
<b>Date Prepared:</b>	<u>January 5, 2021</u>	<b>Exhibits:</b>	<u>Monthly Investment Report</u>

### Subject

Consider, and place on file, the City of Wylie Monthly Investment Report for November 30, 2020.

### Recommendation

Motion to accept, and place on file, the City of Wylie Monthly Investment Report for November 30, 2020.

### Discussion

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

# City Of Wylie

## 2020-2021 Investment Report

November 30, 2020

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	\$15,396,721.00	MMA	0.1231%	Texpool	12/31/2006	NA
2	\$15,945,028.00	MMA	0.0944%	TexStar	3/15/2011	NA
	\$31,341,749.00					

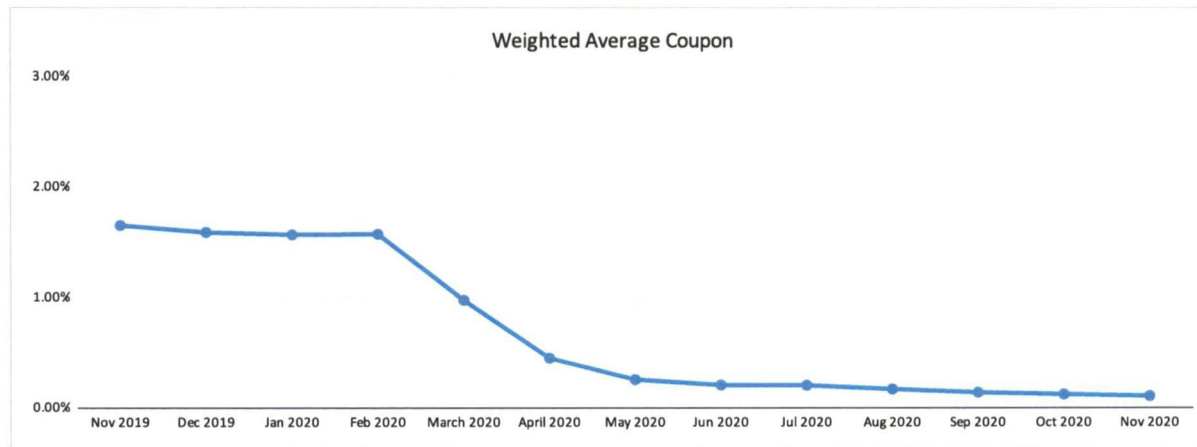
Total

Weighted Average Coupon:  
Weighted Average Maturity (Days):

0.1085%
1.00

Money Markets:  
Certificates of Deposits:

\$31,341,749.00
\$0.00
\$31,341,749.00



*Melanie Bland*

Finance Director/Investment Officer



# Wylie City Council

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## AGENDA REPORT

<b>Meeting Date:</b>	<u>January 12, 2021</u>	<b>Item Number:</b>	<u>K</u>
<b>Department:</b>	<u>Purchasing</u>	<b>Account Code:</b>	<u>611-5715-56340</u>
<b>Prepared By:</b>	<u>Glenna Hayes</u>	<b>Budgeted Amount:</b>	<u>\$215,000</u>
<b>Date Prepared:</b>	<u>January 6, 2021</u>	<b>Exhibits:</b>	<u></u>

### Subject

Consider, and act upon, the award of RFP #W2021-3-A for an Electronic Bill Presentment and Payment Provider for Utility Billing Department (EBPP); to Invoice Cloud Inc. in the estimated annual amount of \$160,000.00, and authorizing the City Manager to execute any and all necessary documents.

### Recommendation

A motion to award RFP #W2021-3-A for an Electronic Bill Presentment and Payment Provider for Utility Billing Department (EBPP); to Invoice Cloud Inc. in the estimated annual amount of \$160,000.00, and authorizing the City Manager to execute any and all necessary documents.

### Discussion

With the implementation of the new water meter system, staff also received approval to implement a new electronic bill presentment and payment portal system. Staff goals were to implement a system that will lower City expenses for credit card processing fees while enhancing the customer experience.

The City published Request for Proposal (RFP) #W2021-3-A, and received and opened four (4) responses on November 11, 2020. Each proposal was reviewed and scored in accordance with the published evaluation criteria. Upon completion of the evaluation, staff has determined that the solution provided by Invoice Cloud, Inc. provided the best overall value to the City. Invoice Cloud will increase customer self-service and paperless adoption. It allows the customer multiple ways to pay electronically that the city does not currently provide. The Invoice Cloud solution will integrate with the new Watersmart Customer Portal, allowing the customer a single sign in to both the Watersmart and the payment portal provided by Invoice Cloud Inc. The customer will be able to view their billing information and their water usage in the single sign on. The City will be able to utilize Invoice Clouds' paperless notifications by text and email allowing the customer to receive increased notifications reducing late penalties and cut offs.

Staff recommends the award of RFP #W2021-3-A to Invoice Cloud Inc. in the estimated annual amount of \$160,000.00 and establishing an annual contract with renewals.



# Wylie City Council

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## AGENDA REPORT

Meeting Date:	<u>January 12, 2021</u>	Item Number:	<u>L</u>
Department:	<u>Purchasing</u>	Account Code:	<u>100-5231-58510 (Fire)</u>
Prepared By:	<u>Glenna Hayes</u>	Budgeted Amount:	<u>\$80,000</u>
Date Prepared:	<u>December 31, 2020</u>	Exhibits:	<u></u>

### Subject

Consider, and act upon, the approval of the purchase of Tahoe SSV vehicles and in the estimated amount of \$74,092.00 through an inter-local purchasing agreement with The Sheriffs' Association of Texas, and authorizing the City Manager to execute any necessary documents.

### Recommendation

A motion to approve of the purchase of Tahoe SSV vehicles and in the estimated amount of \$74,092.00 through an inter-local purchasing agreement with The Sheriffs' Association of Texas, and authorizing the City Manager to execute any necessary documents.

### Discussion

Under the approved budget for Fiscal Year 2020-2021, departments have been authorized to purchase the following vehicles from awarded vendors under the SAT Contract #21-02-1016:

- Fire Department recommends the purchase of two (2) Chevrolet Tahoe SSV units for the Fire Chief and Asst. Fire Chief, to replace existing inventory.

Staff recommends the purchase of these vehicles through an inter-local purchasing agreement with Sheriff's Association of Texas as providing the best value to the City. 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.

Sheriffs' Association of Texas Contract #21-02-1016; Wylie Agreement #W2021-32-I



# Wylie City Council

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## AGENDA REPORT

<b>Meeting Date:</b>	<u>January 12, 2021</u>	<b>Item Number:</b>	<u>M</u>
<b>Department:</b>	<u>Fire Department</u>		<i>(City Secretary's Use Only)</i>
<b>Prepared By:</b>	<u>Aimee McClure</u>	<b>Account Code:</b>	<u></u>
<b>Date Prepared:</b>	<u>December 31, 2020</u>	<b>Exhibits:</b>	<u>1</u>

### Subject

Consider, and act upon, the approval of a Clinical Education Affiliation Agreement between City of Wylie EMS and Wylie Independent School District, and authorizing the City Manager to execute any necessary documents.

### Recommendation

Motion to approve a Clinical Education Affiliation Agreement between City of Wylie EMS and Wylie Independent School District, and authorizing the City Manager to execute any necessary documents.

### Discussion

This item is a clinical agreement between WISD and Wylie Fire Rescue that will allow high school students participating in EMS based career development courses to participate in hands-on training at the fire station. The language in this agreement explains the responsibilities of both parties involved and is designed to ensure that the students receive a safe and thorough educational experience when training with Wylie Fire.

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**CLINICAL EDUCATION AFFILIATION AGREEMENT  
BETWEEN  
City of Wylie EMS  
and  
WYLIE INDEPENDENT SCHOOL DISTRICT**

This CLINICAL EDUCATION AFFILIATION AGREEMENT is entered into by and between WYLIE INDEPENDENT SCHOOL DISTRICT and the City of Wylie on this 13th day of March 2022.

**WHEREAS**, the School is desirous of offering an emergency medical technician and patient care technician curricula designed to help meet the local area health manpower need, and

**WHEREAS**, the School recognizes the need for providing the community, which it undertakes to serve, with an adequate emergency medical services and patient care technician staff, and

**WHEREAS**, the contracting parties are desirous of cooperating to furnish clinical education to students enrolled in the School's emergency medical technician and patient care technician curricula offerings, and

**WHEREAS**, it is mutually agreed by the School and the Facility, that the School has established programs for general and technical health care education students. It is further mutually agreed that portions of the clinical training of students enrolled in these programs will be provided by the Facility.

**NOW, THEREFORE**, it is mutually agreed by and between said parties as follows:

The School shall do or cause to be done the following:

1. Be responsible after consultation with the Facility to plan, coordinate and implement the educational program for the clinical period.
2. Work cooperatively with the appropriate staff members in the selection of students' learning experience.
3. Assure observance of the Facility's policies and procedures by students and faculty.
4. Initiate, as indicated, individual and group conferences with the staff for the purpose of discussing student learning and performance and patient services.
5. Provide a list to the Facility of the approximate number of students that will be using the facility and the dates involved.
6. Assure the Facility that the students are covered with liability insurance and provide certificate of coverage.
7. Educate students to the requirements of the Texas Confidentiality Act, Chapter 773 Health & Safety code, Sub Chapter D, Section 773.091.
8. Educate students to the requirements set forth by O.S.H.A. in regards to the appropriate precautions for blood borne pathogens and other necessary safety regulations.
9. Be responsible for the administration functions, including admission, scheduling, accounting, and achievement records similar to those records maintained for all students of the School and to those records required by the Facility.
10. The School and their students will abide with any and all other regulatory and accreditation



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standard guidelines applicable to the Facility.

11. Conduct criminal background check on all students.
12. Assure students do not have a criminal background. Students with a criminal conviction above a Class C misdemeanor will be evaluated by the Facility. The Facility will decide if a student with a criminal conviction above a Class C misdemeanor, will be allowed to perform their clinicals.
13. Conduct urinalysis drug screening on all students.
14. Assure students do not have a positive urinalysis drug screen. Students with a positive urinalysis drug screen will not be allowed to perform their clinical at the Facility.

Section B: The Facility will do or cause to be done the following:

1. Provide full cooperation on the part of the Facility to help foster the success of the program.
2. Provide opportunity for student practice and observation in the patient areas and other areas of the Facility under the direct supervision of Facility personnel, and under the general supervision of the School faculty.
3. Make provision for orientation of faculty members of the School to the facilities, philosophies, and policies of the Facility.
4. Assist in the orientation of the students to the health service Facility and clear channels of administration for the use of equipment and records as necessary for teaching purposes.
5. Provide adequate space, equipment, and supplies for the clinical practices.
6. Assist in the evaluation of students' learning and performance in providing patient care.
7. The Facility will in all situations be ultimately responsible for the care rendered to patients.
8. Have no authority to dismiss faculty or students from the program. Should the Facility wish to recommend dismissal of faculty or students such recommendations must be in writing. However, the Facility reserves the right summarily to exclude from the Facility premises any person who is deemed undesirable, pending joint resolution of the matter by the Facility and the School.
9. Staff members shall not require a student to commit an act that this student feels unable to do. Likewise, any staff member becoming aware of the likelihood that any student will carry out any act that is deemed inappropriate, has the duty to make reasonable efforts to stop such student from carrying out such act.
10. Allow the use of the Facility's food service and parking facilities on the same basis as for the Facility employees.
11. Allow the use of the Facility's library by the School faculty and students.
12. To the extent possible, provide dressing room space and lockers for the use of the School faculty and students while the students are receiving clinical instruction at the Facility.

Section C: The School and the Facility agree to be mutually responsible for the following:

1. Clinical assignments for students enrolled in the health occupations curricula of the School will be planned by the faculty of the School in cooperation with the designated staff leaders of the

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various units.

2. All arrangements for any special programs, projects, or special provisions not covered by this agreement, will be made through the Clinical Instructor of the students and the Coordinator of Education.
3. Faculty and students of the School will abide by the policies of the Facility while using the facilities. However, the Facility reserves the right summarily to exclude from the Facility's premises any person who is deemed undesirable or is deemed dangerous or disruptive to patients or Facility employees or staff, pending joint resolution of the matter by the Facility and the School.
4. The School Faculty, the Facility staff members, and students will work together to maintain an environment which provides quality patient care and quality student learning.
5. The School is responsible for training students in infection control and body substance isolation prior to entering clinical/internship rotations.

Section D: The Facility *does not* assume liability for an injury and/or illness in any manner and to any extent that a student or faculty member may receive during their experience at the Facility. Nothing in this Agreement is or shall be interpreted to require Wylie ISD to indemnify the Facility or to constitute a waiver of that immunity. We acknowledge that liability of Wylie ISD is narrowly defined and extremely limited by the State of Texas. However, if the student/or faculty member is injured and/or ill, the Facility will provide access to emergency care at the student's or the faculty's expense.

Section E:

1. This agreement shall be effective upon its execution. Expiration of contract shall be ongoing until terminated by either the Facility or the School. This agreement may be terminated by either party by written notice of such intent submitted ninety (90) days in advance. Such termination shall not effect students then enrolled and participating in the emergency medical services and patient care technician program.
2. This agreement may be modified by mutual consent at any time.
3. If any part of this agreement is determined by any legal authority with jurisdiction to be beyond the power either of the parties hereto or invalid or illegal in any respect, this agreement shall be modified accordingly, but if any such part is a material part of this agreement, the agreement may be canceled by either party.

Section F : **Health Insurance Portability and Accountability Act ("HIPAA")**

The parties hereto shall ensure that all services provided hereunder shall comply with all applicable material laws, ordinances, rules and regulations, including the Health Insurance Portability and Accountability Act ("HIPAA") (in its current form, or as it may be modified from time to time, and such modifications or changes shall automatically become applicable to this Agreement based upon the effective date of the change) and the rules and regulations promulgated there under. The parties hereto shall also require any agent or subcontractor to comply with all applicable laws, ordinances, rules and regulations, including HIPAA, as set forth above. In the event that there are modifications or changes in applicable laws, ordinances, rules or regulations that are not, as of the date of this Agreement, either in effect or promulgated to become effective, and if such modifications or changes cause an increase in cost or time required to perform services under this Agreement, the price and schedule will be equitably adjusted by mutual agreement of the parties; however, the parties shall remain responsible at all



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times for compliance with all such laws, ordinances, rules and regulations. The School shall at its own expense, protect, defend and hold the Facility, its officers, directors, agents and employees harmless from and against all liability, loss penalties, or damages assessed against or incurred by either party hereto, its officers, directors, agents and employees or any of them (including attorneys' fees and court costs incurred by any party indemnified hereunder) as a result of the School, or its agent's or subcontractor's material noncompliance with this provision.

"My organization will not discriminate on the basis of sex, race, color, national origin, disability, or age in services, activities, or employment practices".

**IN WITNESS WHEREOF**, the parties hereto have caused this agreement to be executed by their respective authorized officers as of the date and year first above written.

**City of Wylie EMS** \_\_\_\_\_

**WYLIE INDEPENDENT SCHOOL DISTRICT**

**Name:** \_\_\_\_\_

**Scott Roderick**  
**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Asst. Superintendent of Finance**  
**Title:** \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

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

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



# Wylie City Council

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## AGENDA REPORT

<b>Meeting Date:</b>	<u>January 12, 2021</u>	<b>Item Number:</b>	<u>N</u>
<b>Department:</b>	<u>Purchasing</u>	<b>Account Code:</b>	<u>Various Departments</u>
<b>Prepared By:</b>	<u>Glenna Hayes</u>	<b>Budgeted Amount:</b>	<u></u>
<b>Date Prepared:</b>	<u>January 6, 2021</u>	<b>Exhibits:</b>	<u></u>

### Subject

Consider, and act upon, the approval of the purchase of vehicle safety equipment and services in an estimated annual amount of \$100,000.00 from Pursuit Safety Inc. and Priority Public Safety; through a cooperative purchasing agreement with the Collin County Governmental Purchasing Forum/City of Allen; and authorizing the City Manager to execute any necessary documents.

### Recommendation

A motion authorizing the approval of the purchase of vehicle safety equipment and services in an estimated annual amount of \$100,000.00 from Pursuit Safety Inc. and Priority Public Safety; through a cooperative purchasing agreement with the Collin County Governmental Purchasing Forum/City of Allen; and authorizing the City Manager to execute any necessary documents.

### Discussion

The City of Allen received and opened bids on August 28, 2020, and three (3) bid responses were received. The City of Allen City Council approved an award to Pursuit Safety Inc. and Priority Public Safety on December 8, 2020.

Wylie staff recommends the purchase of various vehicle safety equipment (safety lights, light bars, radios, cage bars, push bars, etc.) and labor services from Pursuit Safety Inc. and Priority Public Safety as awarded by the City of Allen RFP #2020-6-101, through the use of an interlocal purchasing agreement with the Collin County Governmental Purchasing Forum. Various departments will utilize this agreement with expenditures previously approved within any given fiscal year. This is an annual contract (12/9/2020 – 12/8/2021) with four additional one-year renewals.

The City is authorized to purchase from the City of Allen Contract list pursuant to Section 271 Subchapter D of the Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items. (Wylie Agreement #W2016-34-I).



# Wylie City Council

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## AGENDA REPORT

<b>Meeting Date:</b>	<u>January 12, 2021</u>	<b>Item Number:</b>	<u>O</u>
<b>Department:</b>	<u>Purchasing</u>	<b>Account Code:</b>	<u>461-5461-58510</u>
<b>Prepared By:</b>	<u>Glenna Hayes</u>	<b>Budgeted Amount:</b>	<u>\$1,200,000.00</u>
<b>Date Prepared:</b>	<u>January 6, 2021</u>	<b>Exhibits:</b>	<u></u>

### Subject

Consider, and act upon, the approval of the purchase of a Rosenbauer Commander Fire Apparatus from Daco Fire Equipment in the estimated amount of \$1,082,137.00 through a cooperative purchasing contract with Houston Galveston Area Council (HGAC), and authorizing the City Manager to execute any necessary documents.

### Recommendation

A motion authorizing the approval of the purchase of a Rosenbauer Commander Fire Apparatus from Daco Fire Equipment in the estimated amount of \$1,082,137.00 through a cooperative purchasing contract with Houston Galveston Area Council (HGAC), and authorizing the City Manager to execute any necessary documents.

### Discussion

This purchase is for a Rosenbauer Commander Quint fire apparatus for the newly approved Wylie Fire Station No. 4, with an estimated build time of 395 days. The initial cost of this custom truck is \$1,082,137.00, leaving \$117,863.00 of budgeted funds to cover unforeseen changes during design/manufacturing. Staff has also negotiated an additional discount of 1.37% for progress payments to be made after inspections, which would reduce the overall cost by \$14,612.00.

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.

HGAC Buy Contract #FS12-19; Wylie #W2021-10-I



# Wylie City Council

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## AGENDA REPORT

<b>Meeting Date:</b>	<u>January 12, 2021</u>	<b>Item Number:</b>	<u>1</u>
<b>Department:</b>	<u>Planning</u>		<i>(City Secretary's Use Only)</i>
<b>Prepared By:</b>	<u>Jasen Haskins, AICP</u>	<b>Account Code:</b>	<u></u>
<b>Date Prepared:</b>	<u>January 7, 2021</u>	<b>Exhibits:</b>	<u>1</u>

### Subject

Consider, and act upon, authorizing the City Manager to sign a Development Agreement, between the City of Wylie and Skorburg Company regarding the use of building materials for the development of a single family planned development generally located on Woodbridge Parkway across from Raymond Cooper Junior High School.

### Recommendation

Motion to approve authorizing the City Manager to sign a Development Agreement, between the City of Wylie and Skorburg Company regarding the use of building materials for the development of a single family planned development generally located on Woodbridge Parkway across from Raymond Cooper Junior High School.

### Discussion

The applicant has requested to enter into a development agreement with the City of Wylie regarding the use of building materials for the development of a single family planned development generally located on Woodbridge Parkway across from Raymond Cooper Junior High School.

In order to maintain the standards of the existing development, and as a part of the overall development agreement, the applicant is proposing to add a separate building materials agreement in accordance with Texas State Law Sec 3000.002(d).

The proposed development agreement, signed by the applicant, states that the developer will voluntarily abide by the building materials standards of the City of Wylie Zoning Ordinance, with the exception of those noted in Exhibit B Paragraph 1. That paragraph states the developer's intent to use masonry materials on a minimum of 85% of the exterior of residential homes on the property, with cementitious fiberboard on the remaining 15%. For reference, the Zoning Ordinance requires 100% exterior masonry with a minimum of 20% of the masonry material being stone.

A separate zoning request for this proposed development, that addresses general development standards, and also includes the 85% design standard, is on this agenda for consideration.

Approval of this authorization is not an approval of any requested zoning change.

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

After Recording Return to:

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

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

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

WHEREAS, Developer warrant that they are the sole owner of that certain tract of land situated in the City of Wylie, Collin County, Texas, consisting of approximately 12.849 acres on Tract 18 of the WM. Sachse Survey, Abstract No. A0835, generally located at 932 Hooper Rd Wylie, Texas 75098, and more particularly described in Exhibit A, attached hereto and incorporated herein for all purposes (the "Property"); and

WHEREAS, Developer desires to revert the zoning designation of Manors at Woodbridge and have asked Wylie to rezone the Property to Planned Development; and

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

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

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

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

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

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

1. Incorporation of Recitals. The representations, covenants and recitations set forth in the forth in the foregoing recitals of this Agreement are true and correct, are incorporated into the body of this Agreement and are adopted as findings of Wylie and Developer.
2. Land Subject to Agreement. The land that is subject to this Agreement is the Property. Developer represents and warrant that Developer is the sole owner of the Property as of the Effective Date of this Agreement.
3. Building Materials Standards.
  - (a) In the construction, renovation, maintenance and alteration of any existing or future building on the Property, Developer shall not use or install, or permit the use or installation of, any building product or material or aesthetic method that does not comply with the Building Materials Standards, notwithstanding any conflicting provision of Chapter 3000 of the Texas Government Code, as it exists or may be amended. Developer voluntarily consents and agrees to comply with this Agreement and the Building Materials Standards in the construction, renovation, maintenance and alteration of any existing or future building on the Property.
  - (b) Before commencement of construction, renovation, maintenance or alteration of any existing or future building on the Property on or after the Effective Date of this Agreement, Developer shall impose deed restrictions on the Property, incorporating the requirements of this Agreement. As a condition of Wylie's issuance of any building permits on the Property, Developer shall submit to Wylie the proposed deed restrictions in compliance with this Agreement. The deed restrictions must be approved, in writing, by the Wylie City Planner. Wylie is entitled to withhold building permits on the Property (in addition to any other remedy available to Wylie) in the event that Developer has not obtained such written approval. Once approved, Developer shall record the approved deed restrictions in the Real Property Records of Collin County, Texas. The approved deed restrictions may not be amended, terminated or otherwise modified after Wylie's approval thereof without the prior written consent of the Wylie City Planner. Wylie shall be a third-party beneficiary of the approved deed restrictions, and Wylie shall have the right but not the obligation to enforce this Agreement and the approved deed restrictions, as they exist or may be amended.
  - (c) Wylie designates the Property for its historical, cultural or architectural importance and significance pursuant to Section 3000.002(d) of the Texas Government Code. Developer voluntarily consents and agrees to such designation. Developer

voluntarily waives any rights or protections that may exist under Chapter 3000 of the Texas Government Code, as it exists or may be amended, with respect to any existing or future building on the Property, and further agrees that Wylie's right to enforce the Building Materials Standards arise from this Agreement and not from a rule, charter provision, ordinance, order, building code or other regulation of Wylie. Developer agrees that Wylie is entitled to amend, revise, supplement and otherwise modify the Building Materials Standards in Wylie's sole discretion.

4. Default.

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

5. Limitation of Liability. Notwithstanding anything to the contrary herein, the parties agree and acknowledge that Wylie shall not, under any circumstance, be required to tender, or be liable to Developer for, any credit or reimbursement of, or payment of any monies, with regard to the matters set forth herein.

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

If to Wylie, addressed to it at:

City of Wylie  
Attention: City Manager  
300 Country Club Road  
Wylie, Texas 75098  
Telephone: (972) 516-6000  
Facsimile: (972) 516-6026  
Email: [chris.holsted@wylietexas.gov](mailto:chris.holsted@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: [rpittman@abernathy-law.com](mailto:rpittman@abernathy-law.com)



If to Developer, addressed to Developer at:  
SKORBURG RETAIL CORPORATION  
8214 Westchester Dr., Ste. 900  
Phone: 214-522-4945  
Fax: 214-522-7244  
Email: abuczek@skorburgcompany.com

9. Indemnity.

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

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

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

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

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

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

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

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

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

11. Vested Rights/Chapter 245 Waiver. The parties shall be subject to all ordinances of Wylie, whether now existing or in the future arising. This Agreement shall confer no vested rights on the Property, or any portion thereof, unless specifically enumerated herein. In addition, nothing contained in this Agreement shall constitute a "permit" as defined in Chapter 245 of the Texas Local Government Code, as amended, and nothing in this Agreement provides Wylie with fair notice of any project of Developer. **EACH DEVELOPER WAIVES ANY STATUTORY CLAIM UNDER CHAPTER 245 OF THE TEXAS LOCAL GOVERNMENT CODE, AS AMENDED, UNDER THIS AGREEMENT. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

12. Attorney's Fees. If either party files any action or brings any proceeding against the other arising from this Agreement, then as between Developer and Wylie, the prevailing party shall be entitled to recover as an element of its costs of suit, and not as damages, reasonable and necessary attorneys' fees and litigation expenses both at trial and on appeal, subject to the limitations set forth in TEX. LOC. GOV'T CODE § 271.153, as it exists or may be amended, if applicable.
13. Warranties/Representations. All warranties, representations and covenants made by one party to the other in this Agreement or in any certificate or other instrument delivered by one party to the other under this Agreement shall be considered to have been relied upon by the other party and will survive the satisfaction of any fees under this Agreement, regardless of any investigation made by either party.
14. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the parties.
15. Governing Law; Venue. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement, without regard to conflict of law principles. This Agreement is performable in Collin County, Texas, and the exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Collin County, Texas.
16. Consideration. This Agreement is executed by the parties without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.
17. Multiple Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.
18. Authority to Execute. The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the Effective Date (hereinafter defined).
19. Savings; Severability. In the event that a term, condition or provision of this Agreement is determined to be invalid, illegal, void, unenforceable or unlawful by a court of competent jurisdiction, then that term, condition or provision shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been contained in this Agreement.

20. Representations. Each party represents that it has carefully read this Agreement, knows the contents hereof, has consulted with an attorney of its choice regarding the meaning and effect hereof and is signing the same solely of its own judgment.
21. No Third Party Beneficiaries. Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third party beneficiaries by entering into this Agreement.
22. Assignment/Binding Effect.
- (a) This Agreement is assignable, in whole or in part, upon the following conditions, all of which must be satisfied before any such assignment shall be valid and enforceable:
    - (i) the assignment of the Agreement must be evidenced by a recordable document ("Assignment"), the form of which must be approved in writing by Wylie;
    - (ii) the Assignment must expressly contain, among any other reasonable requirements and conditions of Wylie, an acknowledgment and agreement that all obligations, covenants and conditions contained in this Agreement will be assumed solely and completely by the assignee, and the contact name, address, phone number, fax number and electronic mail address of the assignee;
    - (iii) Developer will file any approved, executed Assignment in the Real Property Records of Collin County, Texas; and
    - (iv) Developer shall provide Wylie with a file-marked copy of the Assignment within ten (10) days of filing the same, and until Wylie receives said file-marked copy of the Assignment as provided herein, Wylie shall not, under any circumstance, recognize said Assignment.
  - (b) This Agreement shall be binding upon and inure to the benefit of Wylie and Developer.
23. Indemnification. The Parties agree that the Indemnity provisions set forth in Section 9 and Section 10 herein are conspicuous, and the parties have read and understood the same.
24. Waiver. Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit or waive such party's right thereafter to enforce and compel strict compliance.
25. Immunity. It is expressly understood and agreed that, in the execution and performance of this Agreement, Wylie has not waived, nor shall be deemed hereby to have waived, any

defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.

26. Reference to Developer. When referring to “Developer” herein, this Agreement shall refer to and be binding upon Developer, and Developer’s officers, directors, partners, employees, representatives, contractors, agents, successors, assignees (as authorized herein), vendors, grantees, trustees, legal representatives and any other third parties for whom Developer is legally responsible.
27. Reference to Wylie. When referring to “Wylie” herein, this Agreement shall refer to and be binding upon Wylie and Wylie’s Council Members, officers, agents, representatives, employees and any other authorized third parties for whom Wylie is legally responsible.
28. Miscellaneous Drafting Provisions. This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

*[Signature page follows.]*

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

CITY OF WYLIE, TEXAS,  
a home-rule municipality

By: \_\_\_\_\_  
Chris Holsted, 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 Chris Holsted, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me that he is the City Manager and duly authorized representative for the City of Wylie, Texas, and that he executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_ day of \_\_\_\_\_, 2021.

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

SKORBURG RETAIL CORPORATION,  
a Texas Corporation

By: \_\_\_\_\_

*[Signature]*  
Adam Buczek  
Director

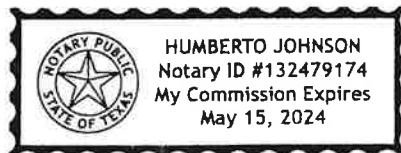
Date: \_\_\_\_\_

*1/6/2021*

STATE OF TEXAS       §  
                                  §  
COUNTY OF COLLIN   §

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

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this 6<sup>th</sup> day of JANUARY, 2021.



*[Signature]*  
\_\_\_\_\_  
Notary Public, State of Texas

My Commission Expires: 05/15/2024

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

A tract of land situated in the William Sachse Headright Survey Abstract No. 835, Collin County, Texas, and being all of that certain tract of land conveyed to Jeffrey L. Whitcraft and Maria T. Whitcraft as recorded in File No. 93-0088428, Deed Records, Collin County, Texas, and more particularly described as follows:

BEGINNING at a point in the centerline of a Hooper Road (50 foot right-of-way), said point being the northeast corner of a 100 acre tract of land conveyed to the North Texas Municipal Water District as recorded in Volume 1300, Page 809, said Deed Records, and being 1648.55 feet from the southeast corner of the William Sachse Survey line, Abstract No. 835;

THENCE North 89 degrees 44 minutes 00 seconds West, 2069.32 feet along the north line of said North Texas Municipal Water District tract to a 1/2 inch iron rod set for corner, from which a 1/2 inch iron rod bears North 89 degrees 44 minutes 05 seconds West, 4.47 feet, said iron rod set being in the southerly line of a tract of land conveyed to B. C. Wood as recorded in Volume 3282, Page 804, said Deed Records;

THENCE North 00 degrees 35 minutes 00 seconds West, 274.36 feet along the common line of said B.C. Wood tract to a 1/2 inch iron rod set;

THENCE South 89 degrees 44 minutes 00 seconds East, 2072.11 feet along the common line of said B. C. Wood tract to a 1/2 inch iron rod set for corner, from which a 1/2 inch iron rod bears South 19 degrees 38 minutes 47 seconds East, 9.74 feet, said iron rod set being in the centerline of said Hooper Road;

THENCE South 00 degrees 01 minute 00 seconds West, 274.36 feet along the centerline of said Hooper Road to the point of beginning, and containing 13.041 acres of land, more or less;

SAVE AND EXCEPT therefrom the following:

All that certain lot, tract or parcel of land conveyed to Collin County by deed dated April 30, 1981, recorded in Volume 1577, Page 398, and being more fully described as follows:

BEING a parcel of land in the William Sachse Survey, Abstract No. 835, Collin County, Texas, and being part of a tract of land conveyed to Jeffrey L. Whitcraft and Maria T. Whitcraft as recorded in File No. 93-0088428, Deed Records, Collin County, Texas, and being more particularly described as follows:

BEGINNING at a point in the northeast corner of the Jeffrey L. Whitcraft tract, said point being in the common line between the L. K. Pegues Survey, Abstract No. 703, and the William Sachse Survey, Abstract No. 835, said line being also the centerline of existing Hooper Road;  
THENCE South 00 degrees 01 minute 00 seconds West, a distance of 274.36 feet along the centerline of existing Hooper Road to a point of intersection with the south property line of the Whitcraft tract;



THENCE North 89 degrees 44 minutes 00 seconds West, a distance of 30.00 feet to a point for corner;

THENCE North 00 degrees 01 minute 00 seconds East, a distance of 274.36 feet parallel with and 30 feet west of the centerline of existing Hooper Road, to a point of intersection with the north property line of said Whitcraft tract;

THENCE South 89 degrees 44 minutes 00 seconds East, a distance of 30.00 feet to the point of beginning, and containing 0.189 acre of land, more or less;

And further SAVE AND EXCEPT therefrom the following:

A tract of land situated in the W. Sachse Survey, Abstract No. 835, City of Wylie, Collin County, Texas and being part of a tract of land described in General Warranty Deed to Timothy R. Johnson and Carol C. Johnson recorded in Clerk's File No. 97-0066824 of the Land Records of Collin County, Texas, said tract conveyed to the City of Wylie by deed recorded under Clerk's File No. 20130805001096800, Official Public Records, Collin County, Texas, and more particularly described as follows:

BEGINNING at a 5/8" iron rod with "KHA" cap set for corner in the existing west right-of-way line of Hooper Road (a variable width right-of-way) at the northeast corner of said Johnson tract;

THENCE with said existing west right-of-way line, South 0° 09' 47" West, a distance of 91.65 feet to a 5/8" iron rod with "KHA" cap set in the proposed west right-of-way line of Hooper Road at the beginning of a non-tangent curve to the right having a central angle of 5° 39' 11", a radius of 934.50 feet, a chord bearing and distance of North 5° 59' 14" East, 92.16 feet;

THENCE in a northeasterly direction, departing the said existing west right-of-way line, with said proposed west right-of-way line and with said curve to the right, an arc distance of 92.20 feet to a 5/8" iron rod with "KHA" cap set for corner in the north line of said Johnson tract at the end of said curve;

THENCE with the said north line of the Johnson tract, South 89° 56' 00" East, a distance of 9.87 feet to the point of beginning, and containing 1,706 square feet or 0.039 acre of land.

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

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

1. Ordinance No. 2019-23, Zoning Ordinance, including but not limited to Section 3.4 F3a (Architectural Standards – New Residential Requirements), with the exception of, “the minimum masonry percentage shall be 85% and the remaining 15% shall be cementitious fiberboard, and 2<sup>nd</sup> story front elevation set back over brick shall be allowed with cementitious fiberboard” as stated in the Planned Development zoning ordinance applicable to the Property.
2. The Planned Development zoning ordinance applicable to the Property, as it exists or may be amended by Wylie in its sole discretion (and any successor ordinance thereto). In the event that a provision of Ordinance No. 2019-23, Zoning Ordinance, conflicts with a provision of the Planned Development zoning ordinance applicable to the Property, the provision of the Planned Development zoning ordinance applicable to the Property shall govern.
3. Ordinance No. 2018-14, International Property Maintenance Code and all local amendments thereto, as it exists or may be amended by Wylie in its sole discretion.
4. Ordinance No. 2018-13, International Existing Building Code and all local amendments thereto, as it exists or may be amended by Wylie in its sole discretion.
5. Ordinance No. 2017-41, International Fire Code and all local amendments thereto, as it exists or may be amended by Wylie in its sole discretion.
6. Ordinance No. 2017-40, National Electrical Code and all local amendments thereto, as it exists or may be amended by Wylie in its sole discretion.
7. Ordinance No. 2017-39, International Residential Code and all local amendments thereto, as it exists or may be amended by Wylie in its sole discretion.
8. Ordinance No. 2017-37, International Plumbing Code and all local amendments thereto, as it exists or may be amended by Wylie in its sole discretion.
9. Ordinance No. 2017-34, International Energy Conservation Code and all local amendments thereto, as it exists or may be amended by Wylie in its sole discretion.
10. Ordinance No. 2017-32, International Building Code – Commercial and all local amendments thereto, as it exists or may be amended by Wylie in its sole discretion.
11. Any other existing or future ordinance, rule or regulation adopted by the Wylie City Council that establishes a standard for a building product, material or aesthetic method in construction, renovation, maintenance or other alteration of a building if the standard is

more stringent than a standard for the product, material, or aesthetic method under a national model code published within the last three code cycles that applies to the construction, renovation, maintenance, or other alteration of the building.



# Wylie City Council

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## AGENDA REPORT

<b>Meeting Date:</b>	<u>January 12, 2021</u>	<b>Item Number:</b>	<u>2</u>
<b>Department:</b>	<u>Planning</u>		<i>(City Secretary's Use Only)</i>
<b>Prepared By:</b>	<u>Jasen Haskins, AICP</u>	<b>Account Code:</b>	<u></u>
<b>Date Prepared:</b>	<u>January 12, 2021</u>	<b>Exhibits:</b>	<u>8</u>

### Subject

Hold a Public Hearing to consider, and act upon, a recommendation to City Council regarding a change of zoning from Agricultural (AG) to Planned Development - Single Family (PD-SF), to allow for single family development on 13 acres located on Woodbridge Parkway across from Raymond Cooper Junior High School. **(ZC 2020-13)**

### Recommendation

Motion to approve a change of zoning from Agricultural (AG) to Planned Development - Single Family (PD-SF), to allow for single family development on 13 acres located on Woodbridge Parkway across from Raymond Cooper Junior High School. **(ZC 2020-13)**

### Discussion

**OWNER: Timothy R. Johnson**

**APPLICANT: Skorburg Company**

The applicant is requesting to rezone 13 acres located on Woodbridge Parkway across from Raymond Cooper Junior High School. The property is currently zoned Agricultural and contains a single-family residence. The proposal is for a planned development for single family detached use.

The applicant has provided a statement of intent and purpose for the planned development (Exhibit A). The document states that the intent of the planned development is to “1.) establish the highest and best use of this infill location; 2.) provide a long-lasting, high-quality community that blends with the surrounding environment; and, 3.) promote a very desirable housing option and diversity of housing product for the area.”

The property is bordered by Woodbridge Villas townhomes to the north and west, city limits to the south, and Cooper/Draper schools to the east. The proposal is generally in line with the Comprehensive Plan which calls for commercial and/or high density residential.

The 90 lots on ~13 acres represent an overall density of ~6.9 lots per acre compared to ~3.2 lots per acre under the zoning ordinance for single family homes and ~4.1 lots per acre on the nearby single family planned development to the northwest.

The proposed development standards would allow for the single-family development of 90 lots with a minimum lot square footage of 4,400 sq. ft, and minimum dwelling square footage of 1,800 sq. ft. These PD standards represent lot sizes ~55% smaller and home sizes ~35% smaller than required by the zoning ordinance for single family homes.

Other requested standards include; front, side, and rear setbacks, in addition to overall lot coverage, front facade offsets, and garage size ranges being less than typical requirements of the zoning ordinance.

The PD standards lower the maximum home height from 40' to 36', increase porch square footage from 140 to 150, and add a requirement for fencing to be board-on-board, exceeding base ordinance standards.

Building materials standards are included in the PD but are unenforceable due to State law.

Proposed access to this development is provided from Woodbridge Parkway to the east and an extension of Casey Court to the north. An additional fire and safety vehicle access point is provided from an alleyway connecting to the northern Woodbridge townhome development.

The development will provide two open space lots at the main entrance of the site and a neighborhood pocket park, all to be owned and maintained by the homeowner's association.

Notifications/Responses: Three notifications were mailed; with no response received in favor or opposition of the request.

**P&Z Commission Discussion**

The Commission asked the applicant for a full second entrance to the site instead of just an emergency entrance. The applicant responded by offering an extension of Casey Court. The applicant also provided an HOA owned pocket park at the Commission's request. After the item was tabled at the December 1, 2020 meeting, after which time the applicant made the above changes, the Commission voted 5-0 to recommend approval on December 15, 2020.



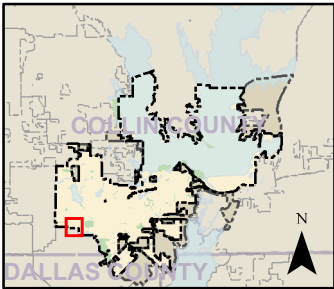
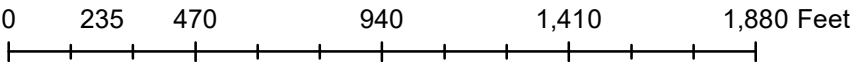
# Locator Map



ZC 2020-13 - Manors at Woodbridge



Subject Property





**Legal Description**  
**EXHIBIT "A"**  
**MANORS AT WOODBRIDGE**

A tract of land situated in the William Sachse Headright Survey Abstract No. 835, Collin County, Texas, and being all of that certain tract of land conveyed to Jeffrey L. Whitcraft and Maria T. Whitcraft as recorded in File No. 93-0088428, Deed Records, Collin County, Texas, and more particularly described as follows:

BEGINNING at a point in the centerline of a Hooper Road (50 foot right-of-way), said point being the northeast corner of a 100 acre tract of land conveyed to the North Texas Municipal Water District as recorded in Volume 1300, Page 809, said Deed Records, and being 1648.55 feet from the southeast corner of the William Sachse Survey line, Abstract No. 835;

THENCE North 89 degrees 44 minutes 00 seconds West, 2069.32 feet along the north line of said North Texas Municipal Water District tract to a 1/2 inch iron rod set for corner, from which a 1/2 inch iron rod bears North 89 degrees 44 minutes 05 seconds West, 4.47 feet, said iron rod set being in the southerly line of a tract of land conveyed to B. C. Wood as recorded in Volume 3282, Page 804, said Deed Records;

THENCE North 00 degrees 35 minutes 00 seconds West, 274.36 feet along the common line of said B.C. Wood tract to a 1/2 inch iron rod set;

THENCE South 89 degrees 44 minutes 00 seconds East, 2072.11 feet along the common line of said B. C. Wood tract to a 1/2 inch iron rod set for corner, from which a 1/2 inch iron rod bears South 19 degrees 38 minutes 47 seconds East, 9.74 feet, said iron rod set being in the centerline of said Hooper Road;

THENCE South 00 degrees 01 minute 00 seconds West, 274.36 feet along the centerline of said Hooper Road to the point of beginning, and containing 13.041 acres of land, more or less;

SAVE AND EXCEPT therefrom the following:

All that certain lot, tract or parcel of land conveyed to Collin County by deed dated April 30, 1981, recorded in Volume 1577, Page 398, and being more fully described as follows:

BEING a parcel of land in the William Sachse Survey, Abstract No. 835, Collin County, Texas, and being part of a tract of land conveyed to Jeffrey L. Whitcraft and Maria T. Whitcraft as recorded in File No. 93-0088428, Deed Records, Collin County, Texas, and being more particularly described as follows:

BEGINNING at a point in the northeast corner of the Jeffrey L. Whitcraft tract, said point being in the common line between the L. K. Pegues Survey, Abstract No. 703, and the William Sachse Survey, Abstract No. 835, said line being also the centerline of existing Hooper Road;

THENCE South 00 degrees 01 minute 00 seconds West, a distance of 274.36 feet along the centerline of existing Hooper Road to a point of intersection with the south property line of the Whitcraft tract;

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THENCE South 89 degrees 44 minutes 00 seconds East, a distance of 30.00 feet to the point of beginning, and containing 0.189 acre of land, more or less;

And further SAVE AND EXCEPT therefrom the following:

A tract of land situated in the W. Sachse Survey, Abstract No. 835, City of Wylie, Collin County, Texas and being part of a tract of land described in General Warranty Deed to Timothy R. Johnson and Carol C. Johnson recorded in Clerk's File No. 97-0066824 of the Land Records of Collin County, Texas, said tract conveyed to the City of Wylie by deed recorded under Clerk's File No. 20130805001096800, Official Public Records, Collin County, Texas, and more particularly described as follows:

BEGINNING at a 5/8" iron rod with "KHA" cap set for corner in the existing west right-of-way line of Hooper Road (a variable width right-of-way) at the northeast corner of said Johnson tract;

THENCE with said existing west right-of-way line, South 0° 09' 47" West, a distance of 91.65 feet to a 5/8" iron rod with "KHA" cap set in the proposed west right-of-way line of Hooper Road at the beginning of a non-tangent curve to the right having a central angle of 5° 39' 11", a radius of 934.50 feet, a chord bearing and distance of North 5° 59' 14" East, 92.16 feet;

THENCE in a northeasterly direction, departing the said existing west right-of-way line, with said proposed west right-of-way line and with said curve to the right, an arc distance of 92.20 feet to a 5/8" iron rod with "KHA" cap set for corner in the north line of said Johnson tract at the end of said curve;

THENCE with the said north line of the Johnson tract, South 89° 56' 00" East, a distance of 9.87 feet to the point of beginning, and containing 1,706 square feet or 0.039 acre of land.



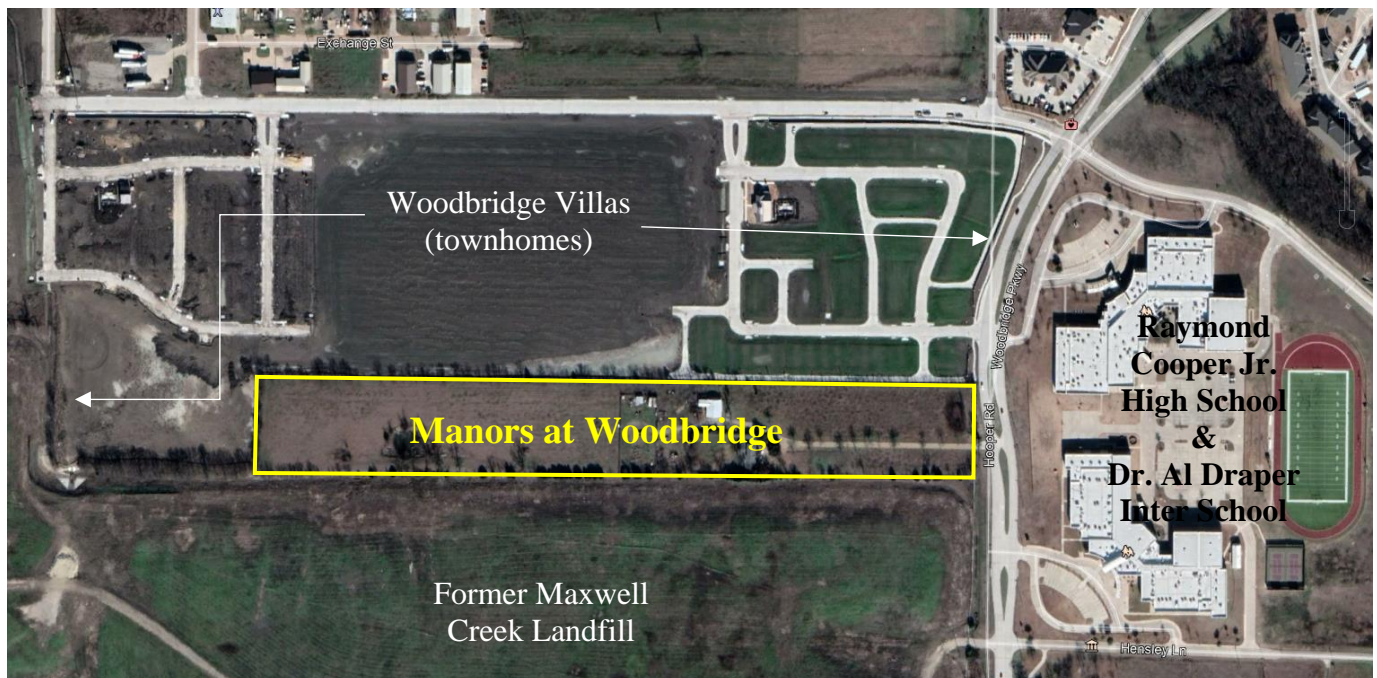
## STATEMENT OF INTENT AND PURPOSE

### MANORS AT WOODBRIDGE

The proposed Manors at Woodbridge is located on the west side of Woodbridge Parkway and directly across the street and within walking distance to Raymond Cooper Junior High School and Dr. Al Draper Intermediate School. The property encompasses approximately 13.041 acres in a long narrow rectangular shape running east and west.

Manors at Woodbridge will be a sustainable neighborhood with the intent to 1.) establish the highest and best use of this infill location; 2.) provide a long-lasting, high-quality community that blends with the surrounding environment; and, 3.) promote a very desirable housing option and diversity of housing product for the area.

As shown below, the property is currently used as a single residential home and is zoned AG/30. To the north and west is Woodbridge Villas, a high density attached townhome community with a typical lot size of approximately 27' x 100'. To the south is a decommissioned and capped land fill and as mentioned previously, to the east across Woodbridge Parkway, is Raymond Cooper Junior High School and Dr. Al Draper Intermediate School.



The developer, a proven leader with over thirty years' experience in the DFW single family development industry, is requesting that this property be rezoned to a Planned Development ("PD"). The PD shall incorporate:

- 90 single-family lots each with typical lot dimensions of 40' x 112'.
- A unique detached patio home product that is very desirable for growing suburban areas.
- A community pocket park will serve as a beautiful amenity to Manors at Woodbridge.
- HOA maintained open spaces with decorative metal fencing and masonry columns along Woodbridge parkway.
- An enduring and self-sustaining homeowner's association (HOA) shall be required to maintain all fencing, irrigation, and landscaping within or abutting HOA owned common area lots. The HOA will provide for long-term quality maintenance and appearance throughout the community.

The proposed residential community will include 90 new residential detached single-family homes that will provide a great opportunity to utilize this irregular shaped parcel and organically transition between the surrounding land uses. Incorporating a minimum lot square footage of 4,400 square feet will bring a new high-quality housing category to the City of Wylie and offer residents a diverse yet compatible home to surrounding options. Additionally, this type of design provides homes that have the feel of a traditional neighborhood but put less of a maintenance burden on the consumer. Manors on Woodbridge will provide a convenient neighborhood for young professionals, empty nesters and young families looking for a great location and easy access to schools.

With the development constraints associated with this property, such as configuration, access, adjacent land uses, and utilities, the Manors at Woodbridge proposes the highest and best use. Additionally, the proposed plan for Manors at Woodbridge will allow this development to cure the evident hardships while promoting a diverse housing option and enhancing the surrounding environment. The proposed Manors at Woodbridge community strives to be a shining example of what Wylie has to offer.

**PLANNED DEVELOPMENT STANDARDS**  
**EXHIBIT “C”**  
**MANORS AT WOODBRIDGE**

**I. PURPOSE**

The intent of Manors at Woodbridge is to establish a long-lasting, high-quality community that contributes to the suburban lifestyle in the City of Wylie. The detached patio homes offered in Manors at Woodbridge are very desirable for growing suburban areas and offer a differentiated product type not currently available in Wylie. Additionally, the patio homes in Manors at Woodbridge will generate a cohesive and complementary housing product adjacent to the Woodbridge Townhome community to the north. With the difficult configuration and location of the site next to a former landfill, patio homes are the highest and best use at this location.

**II. GENERAL CONDITIONS:**

1. This Planned Development District shall not affect any regulations within the Code of Ordinances, except as specifically provided herein.
2. All regulations of the Single Family 10/24 set forth in Article 3, Section 3.2 of the Comprehensive Zoning Ordinance (adopted as of 2019) shall apply except for the following:

<b>Figure 3-4 - Planned Development – Single Family (PD – SF)</b>	
<b>Lot Size (<i>Minimum</i>)</b>	
Lot Area (sq. ft.) <sup>1</sup>	4400
Lot Width (feet) <sup>1</sup>	40
Lot width of corner Lots (feet)	45
Lot Depth (feet) <sup>1</sup>	110
<b>Dwelling Regulations</b>	
Minimum Square Footage	1800
Design Standards Level of Achievement	See Section IV Design Conditions
<b>Yard Requirements – Main Structures</b>	
Front Yard (feet)	20
Front Yard of Cul-de-sac Lots (feet)	15
Side Yard (feet)	5
Side Yard of Corner Lots (feet)	5 & 10
Rear Yard (feet)	10
Rear Yard of Cul-de-sac Lots (feet)	5
Lot Coverage	75%
<b>Height of Structures</b>	

Main Structure (feet)	36
-----------------------	----

<sup>1</sup> – With the exception of all cul-de-sac lots (Lots 46-52 Block A).

### **III. SPECIAL CONDITIONS:**

1. Maximum number of residential lots not to exceed 90 lots.
2. No alleys shall be required within the Planned Development.
3. All homes within the community shall have front entry garages.
4. J-swing garage entries are not required.
5. 10' brick paver crosswalk shall be located in the center of the community, in front of Lot 25 Block A.
6. A pocket park located in Lot 25 Block A of the zoning exhibit.
7. All open space and common area lots shall be owned and maintained by the Homeowners Association in perpetuity.
8. The City shall not accept the public improvements nor will a building permit be issued for Manors at Woodbridge unless/until the extension and improvement of Casey Court (located within the Woodbridge Villas subdivision) is completed from Concord Drive south to "Street A" (shown on the Zoning Plan) of Manors at Woodbridge. This is further detailed on Exhibit "C-1" attached hereto.

### **IV. DESIGN CONDITIONS:**

#### **A. Land Design Standards**

1. No public open space easements are required in the Planned Development.
2. There shall be a 40' buffer with a 6' decorative metal fence with masonry columns every 50' built along Woodbridge Parkway.
3. Desirables, as listed in the zoning ordinance, shall not be required.

#### **B. Street and Sidewalk Standards**

1. No curvilinear streets shall be required in the Planned Development.
2. A stone monument identifying the subdivision shall be placed in Lot 1 Block A open space. The monument shall be made with more than 1 type/color of stone.
3. All crosswalks within the subdivision shall be 7' wide with distinctive striping connecting to a pedestrian sidewalk system with pedestrian ramps complying with the American with Disabilities Act.
4. A minimum 4' wide, dedicated lead walk, separate from a driveway, shall provide connection between the house and the driveway. This lead walk shall not connect to the street.
5. A mailbox cluster shall be provided in the subdivision.
6. Streetlights on decorative poles every 350' placed on alternating sides of the street throughout the subdivision.
7. Two or more different types/color of stone on the subdivision monument shall be a desirable provided in this section.

### **C. Architectural Standards**

1. At least 20% of the façade shall be offset a minimum of 1' either protruding from or recessed back from the remainder of the façade.
2. The minimum masonry percentage shall be 85% overall. The remaining 15% shall be cementitious fiber cement material.
3. 2<sup>nd</sup> story front elevation set back over brick shall be allowed with cementitious fiberboard.
4. A front-facing hip roof which faces the street, and which comprises greater than 35% of the total width of a house's façade shall be broken up with dormers or other architecturally compatible appurtenances.
5. Each single-family residential unit shall have a combined patio and/or porch total covered area of a minimum of 150 total square feet of floor area.
6. Minimum of 8:12 front elevation roof pitch on front elevations, except 3:12 roof pitches on porches/patios or dormers.
7. Architectural laminated shingles shall be used. 3-Tab Shingles are prohibited.
8. In order to encourage variety, the exterior facades of houses on the same side of the street shall vary within every 4 houses. The same exterior facade of home cannot be directly across the street from each other. When a house is constructed, the same combination of brick, stone, masonry-like materials, and paint shall not be used on other houses within four (4) lots on either side of that house. This shall be monitored by the Architectural Control Committee.
9. 3 car (or more) garages are prohibited.
10. Each garage shall be a minimum of 400 square feet.
11. Each garage shall incorporate at least two of the following architectural features:
  - a. Sconce lighting
  - b. Decorative banding or molding
  - c. Decorative overhangs above garage doors
  - d. Eyebrow soldier course over garage doors
  - e. Decorative brackets on garage doors
  - f. Columns flanking garage doors.
12. A minimum 6' board on board cedar fence shall be built along the rear lot line by the home builder.
13. Each residential dwelling shall have an established front lawn with 1 tree and 5 shrubs. Each residential dwelling shall also have 1 tree in the backyard.
14. Two desirables shall be provided in this section. An automated, subsurface irrigation system and board on board fencing.

**CASEY COURT**  
(50' R.O.W.)

CONCORD DRIVE  
(50' R.O.W.)

**CONCORD DRIVE** (50' R.O.W.)

## CASEY COURT EXTENSION

STREET A (50' R.O.W.)

**LOT 25 BLOCK A**  
**OPEN SPACE**

CITY LIMITS

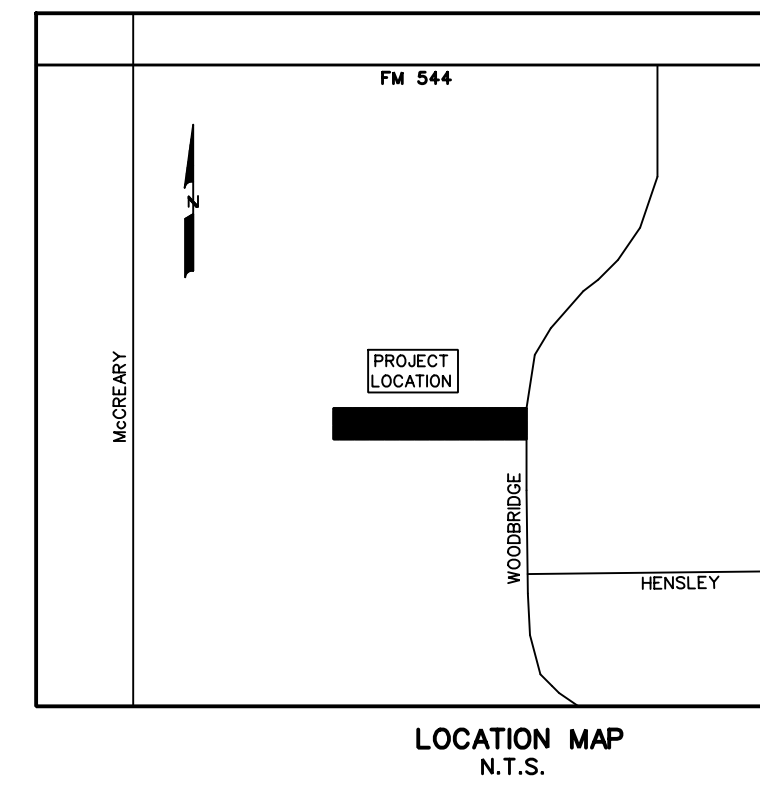
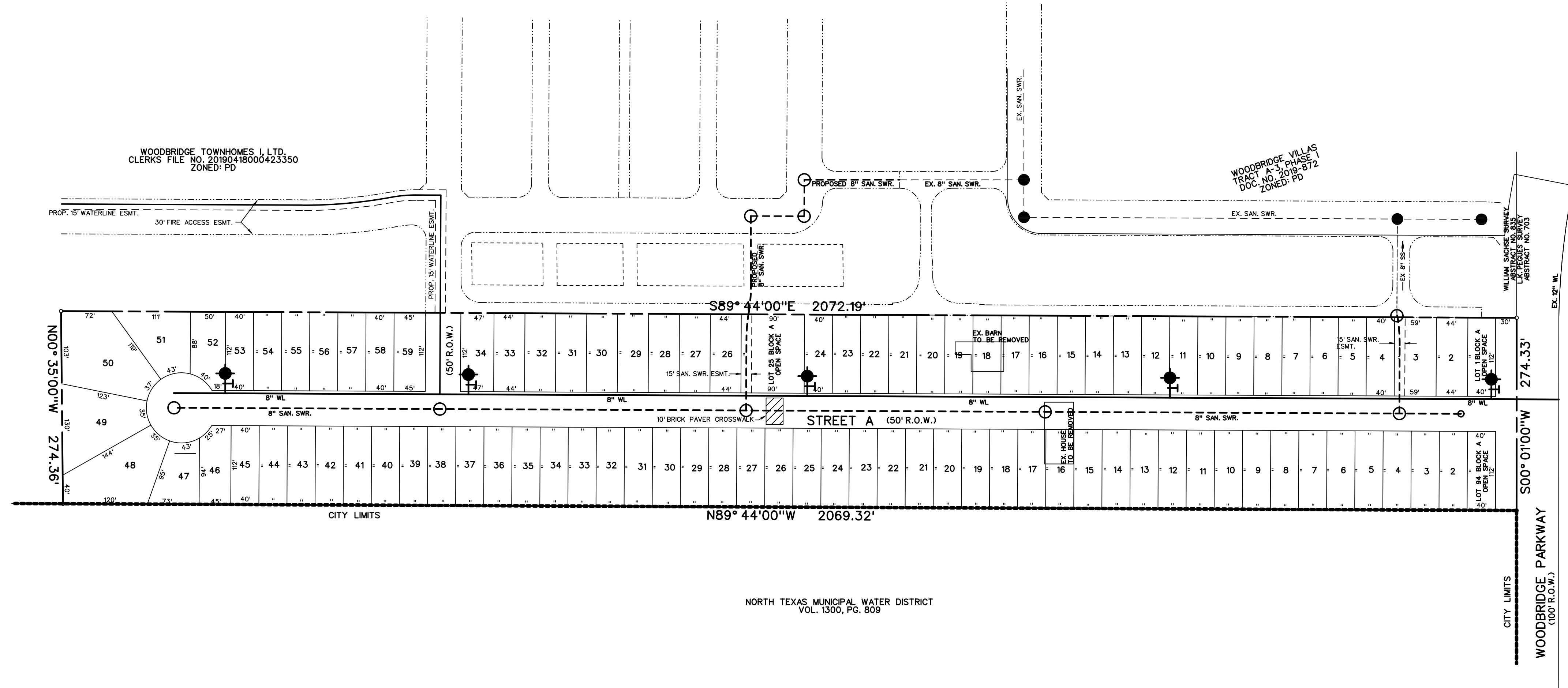


200 W. Belmont, Suite E Allen, Texas 75013 (972) 396-1200  
TBPLS\*10031700

MANORS AT WOODBRIDGE  
TOWN OF WYLIE  
COLLIN COUNTY, TEXAS

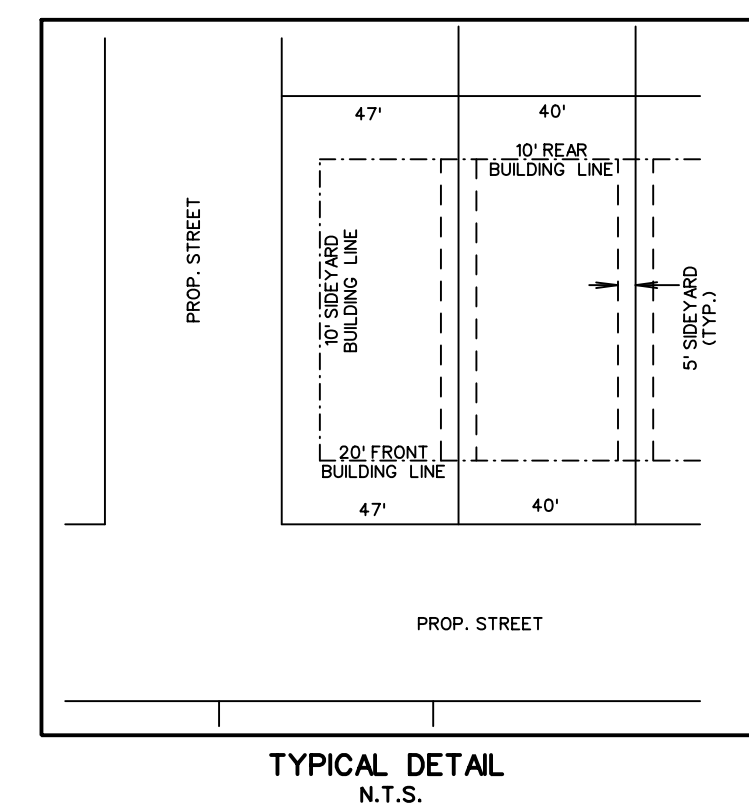


0 50 100 200  
SCALE: 1" = 100'



- LEGEND**
- PROF. WATER LINE
  - PROF. FIRE HYDRANT AND VALVE
  - PROF. GATE VALVE
  - PROF. FLUSH VALVE
  - EXIST. WATER LINE
  - EXIST. FIRE HYDRANT AND VALVE
  - PROF. SANITARY SEWER
  - PROF. MANHOLE
  - PROF. CLEANOUT
  - EXIST. SANITARY SEWER
  - EXIST. MANHOLE
  - PROF. STORM SEWER
  - PROF. CURB INLETS
  - PROF. CONC. HEADWALL

NOTE:  
ALL OPEN SPACES TO BE OWNED AND  
MAINTAINED BY THE HOA.

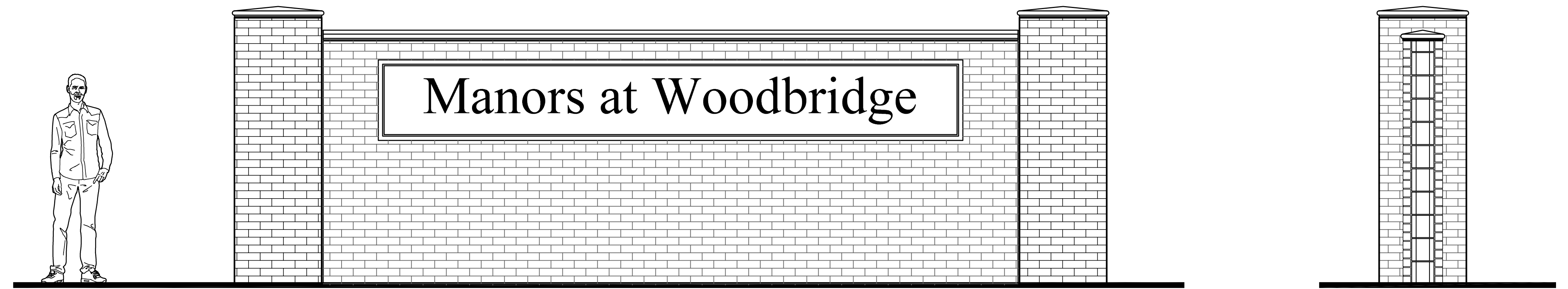


TYPICAL LOT/PAD  
110' LOT DEPTH  
40' LOT WIDTH  
80' PAD DEPTH  
30' PAD WIDTH

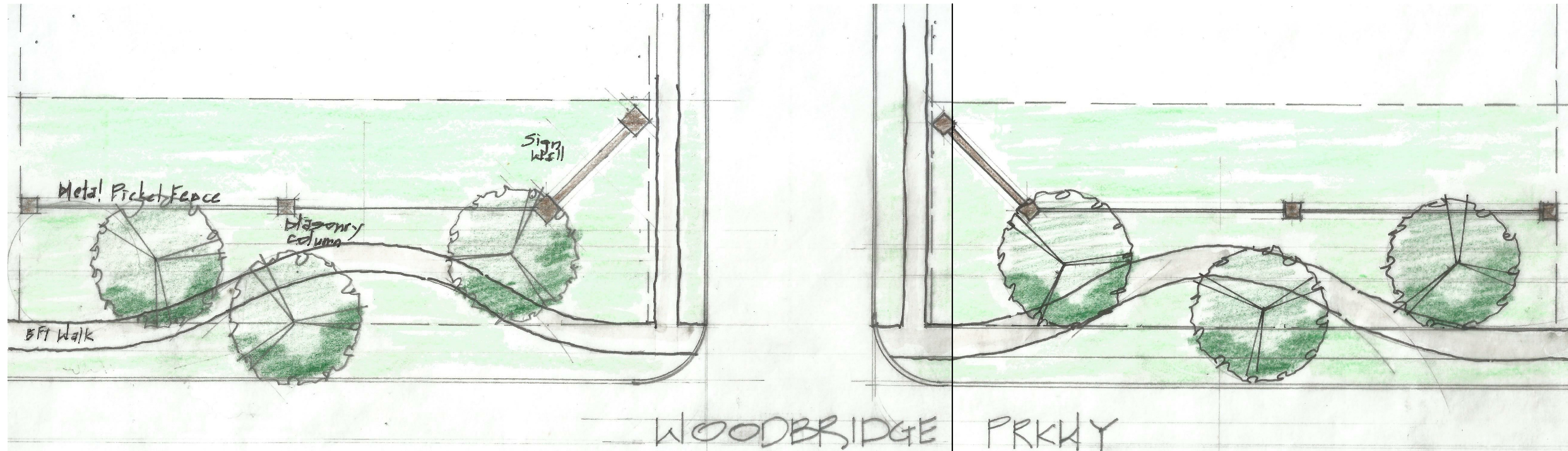
**ZONING PLAN**  
**MANORS AT WOODBRIDGE**  
90 TOTAL SINGLE FAMILY LOTS  
3 TOTAL OPEN SPACE LOTS  
13.041 TOTAL ACRES  
2.613 TOTAL R.O.W. DEDICATION  
OUT OF THE  
WM. SACHSE SURVEY, ABSTRACT NO. 835  
IN THE  
CITY OF WYLIE  
COLLIN COUNTY, TEXAS  
APPLICANT  
SKORBURG COMPANY, LTD.  
8214 WESTCHESTER DRIVE, STE. 900  
DALLAS, TEXAS 75225  
214-888-8857  
OWNER  
TIMOTHY & CAROL JOHNSON  
932 HOOPER ROAD  
WYLIE, TEXAS 75098  
PREPARED BY  
CORWIN ENGINEERING, INC.  
200 W. BELMONT, SUITE E  
ALLEN, TEXAS 75013  
972-396-1200  
WARREN CORWIN  
DECEMBER 2020 SCALE 1"=100'

EX. ZONING AG/30  
PROPOSED ZONING PD



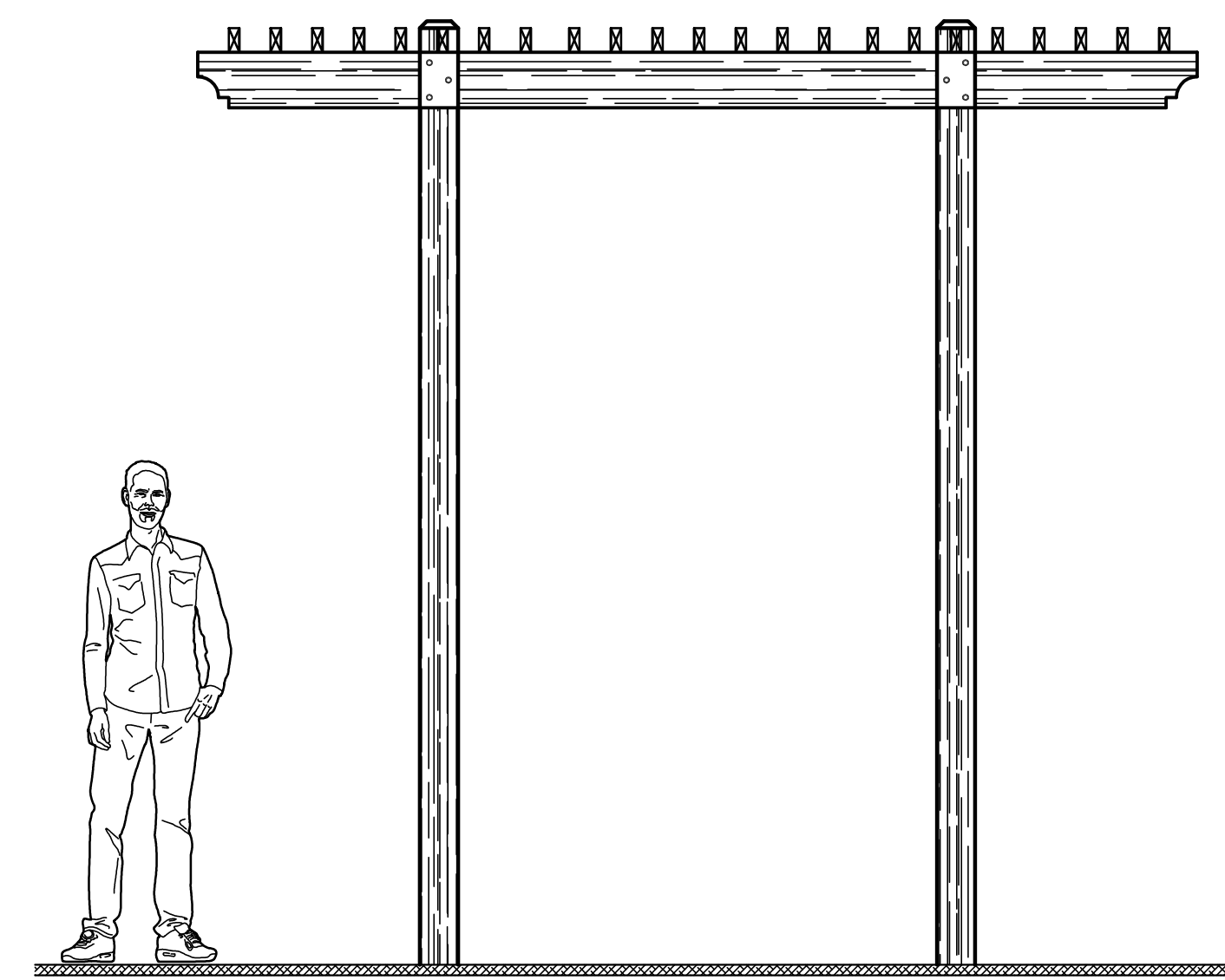
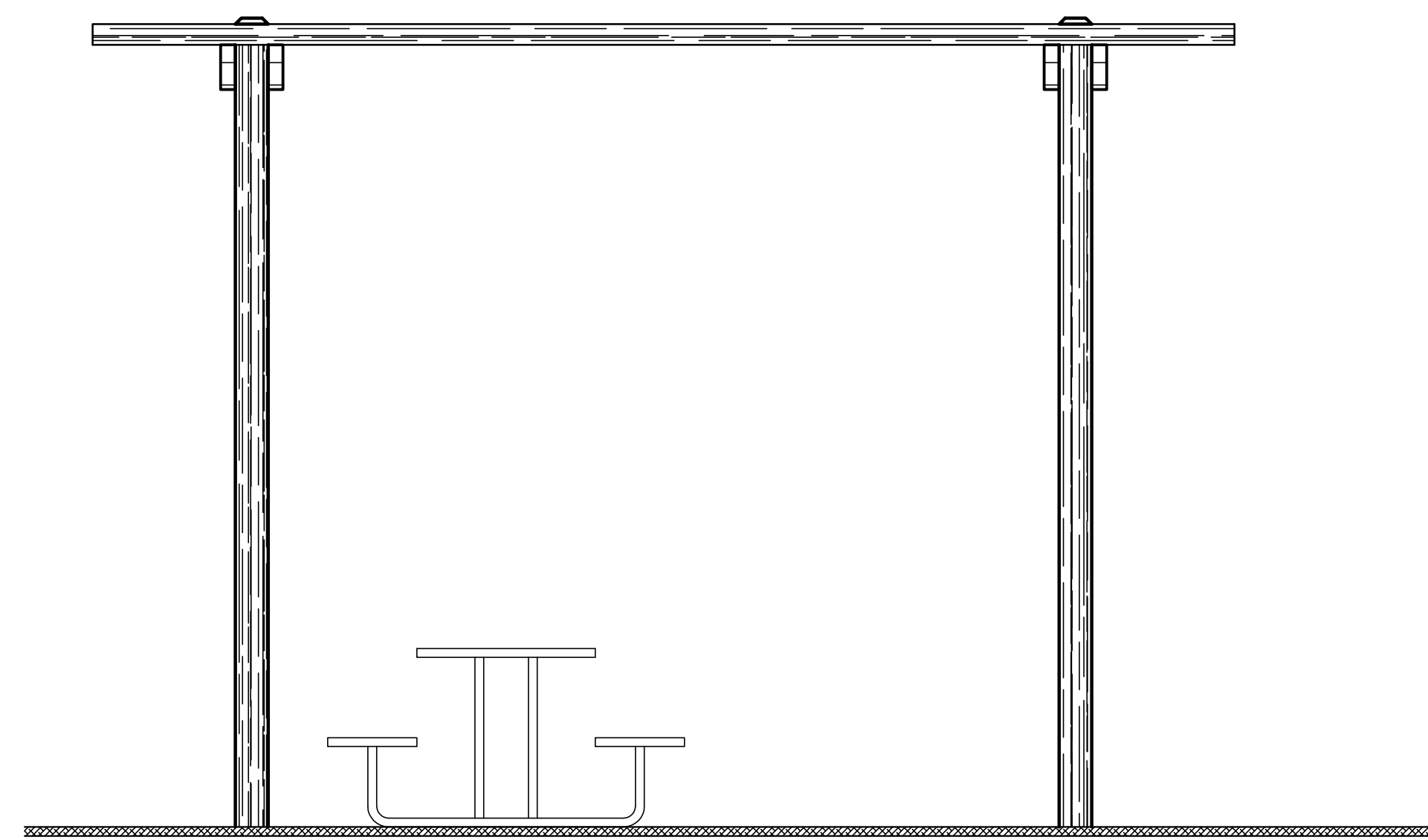


Sign Wall

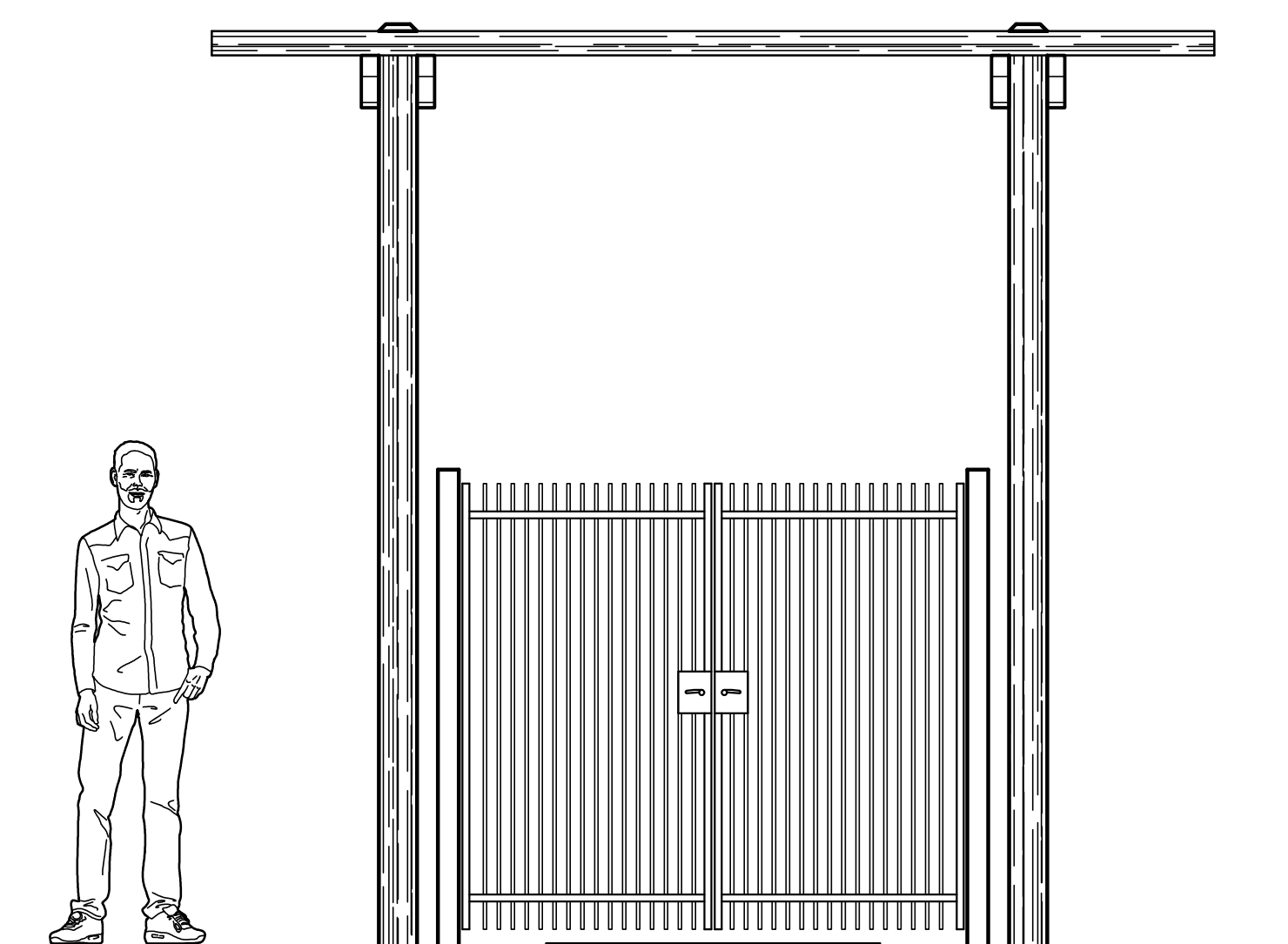


Woodbridge Entry

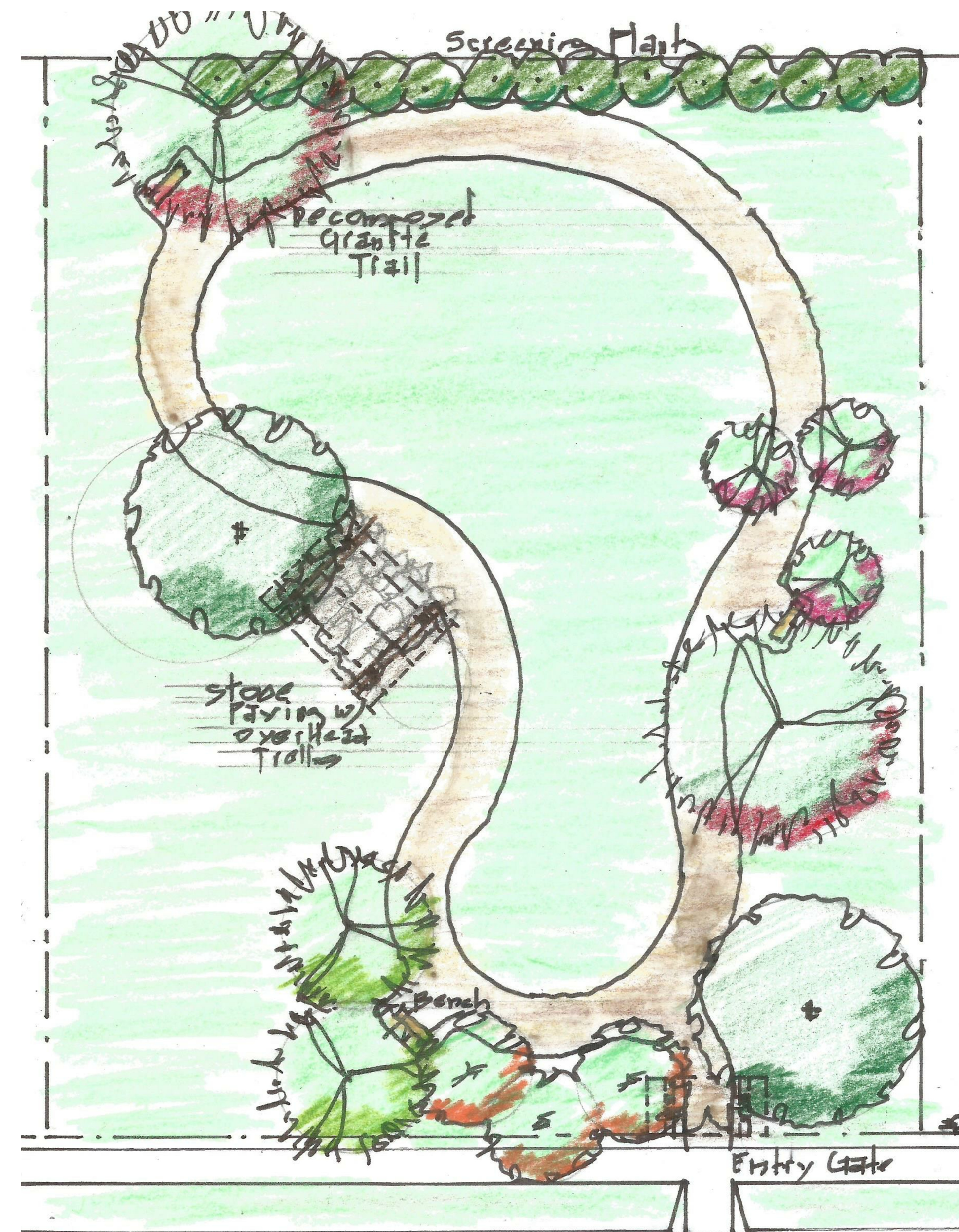
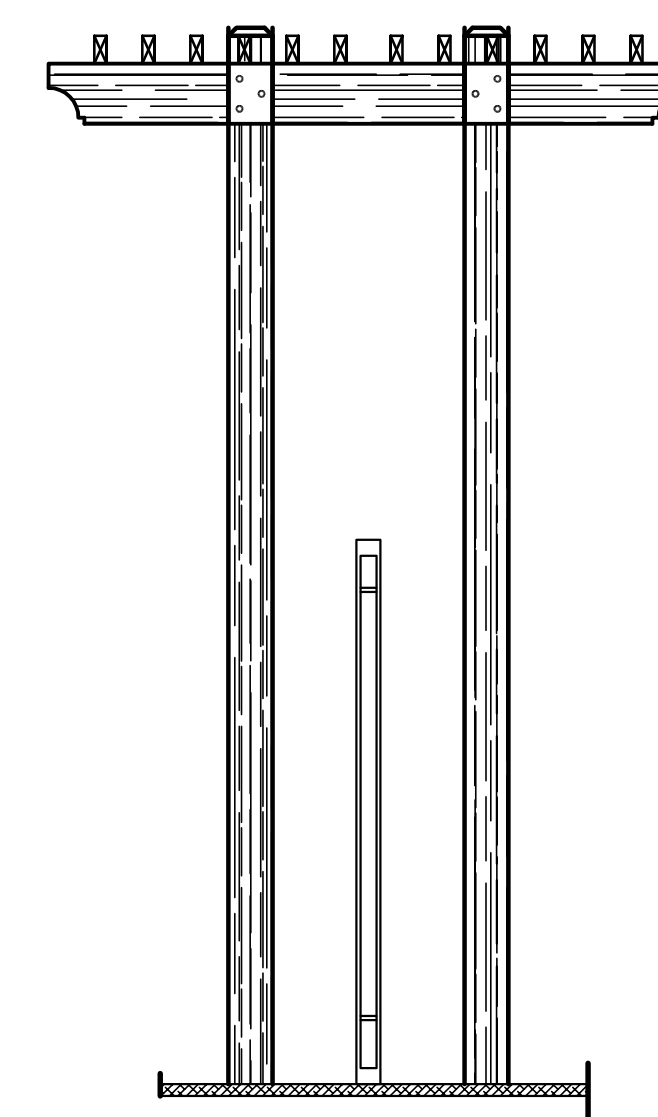




Overhead Trellis



Arbor Gate



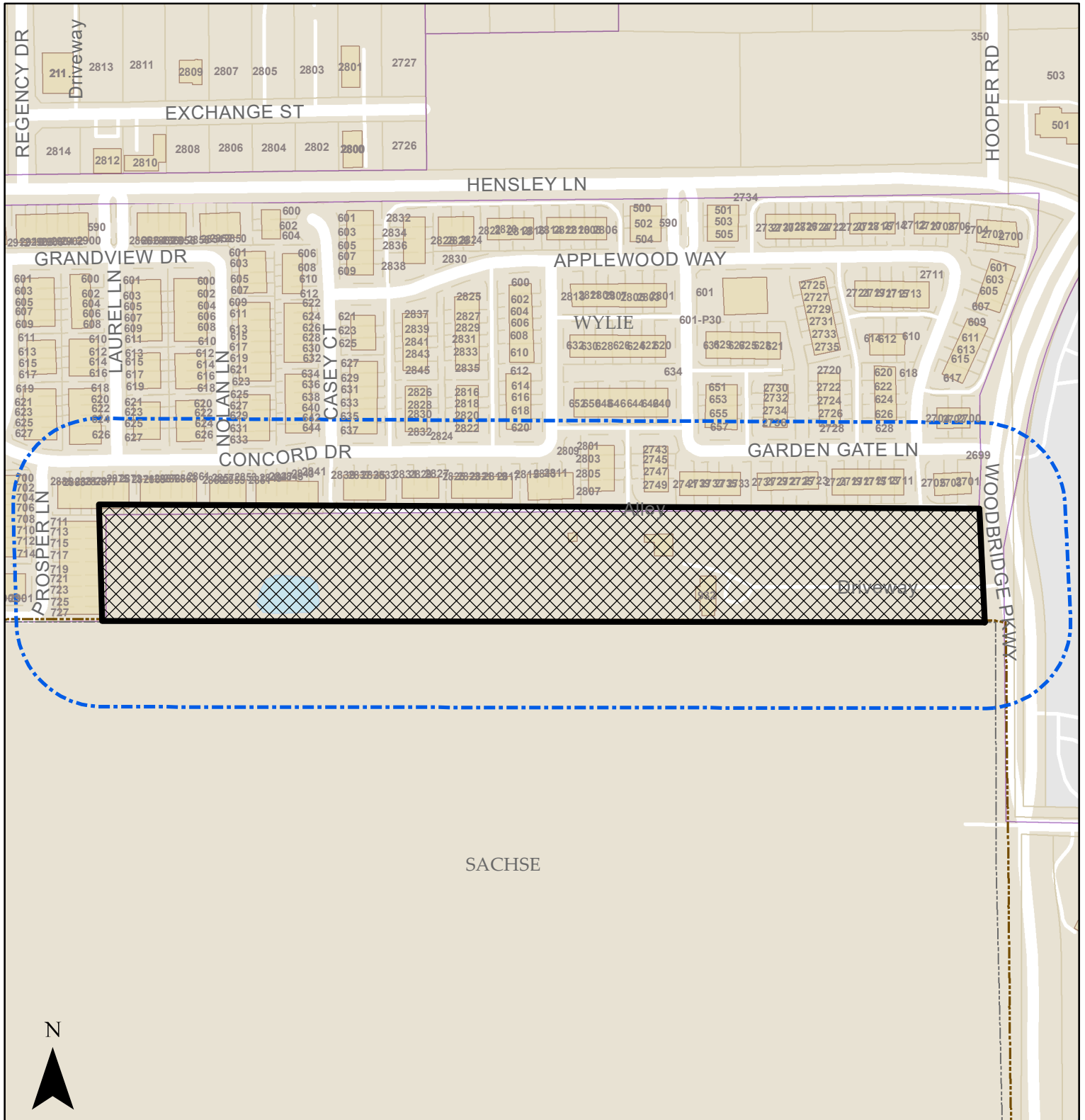
Pocket Park





**SINGLE PHASE DEVELOPMENT SCHEDULE  
EXHIBIT “D”  
MANORS AT WOODBRIDGE**

<b>Zoning Submittal.....</b>	<b>11/16/2020</b>
<b>Zoning Submittal.....</b>	<b>12/10/2020</b>
<b>Planning and Zoning .....</b>	<b>12/15/2020</b>
<b>City Council.....</b>	<b>1/12/2021</b>
<b>First Preliminary Plat Submittal.....</b>	<b>01/18/2021</b>
<b>Second Preliminary Plat Submittal.....</b>	<b>01/25/2021</b>
<b>Preliminary Plat Approval.....</b>	<b>03/9/2021</b>
<b>Plan Set Submittal.....</b>	<b>2Q2021</b>
<b>Break Ground.....</b>	<b>3Q2021</b>

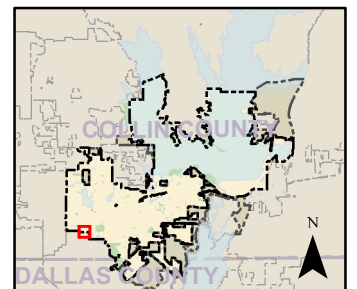
# Notification Map



## ZC 2020-13 - Manors at Woodbridge

 200 Foot Notification Buffer  Subject Property

0 150 300 600 900 1,200 Feet



# MANORS AT WOODBRIDGE

JANUARY 12<sup>TH</sup> , 2021

CITY COUNCIL HEARING



# CONTENTS

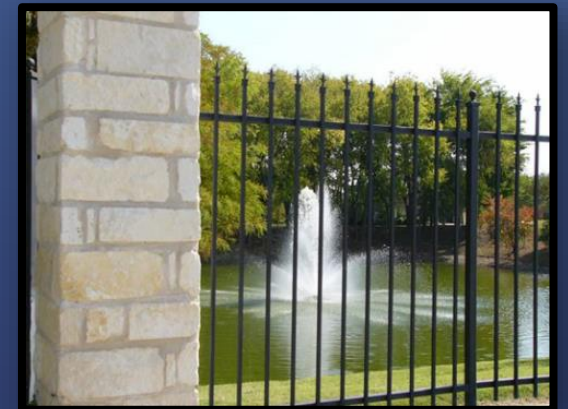
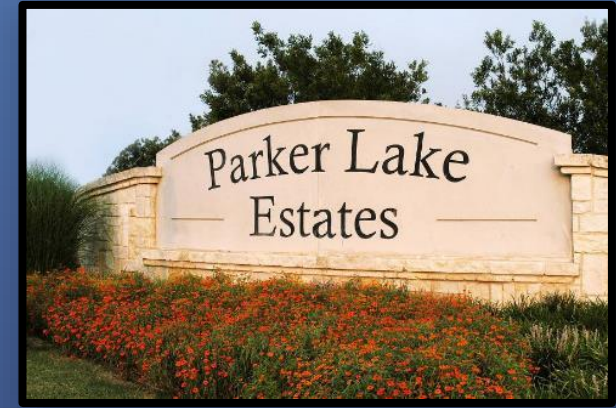
1. Skorgburg Company Background
  2. Skorgburg Company Projects in Wylie
  3. Representative Skorgburg Company Infill Projects
  4. Property Location
  5. Proposed Zoning Request
  6. Property Features
  7. Representative Product
- 
- A series of several parallel white lines of varying lengths and slopes, located in the bottom right corner of the slide, creating a modern, abstract graphic element.

# 1. SKORBURG COMPANY BACKGROUND

Several thin, parallel white lines of varying lengths and slopes are positioned in the bottom right corner of the slide, creating a modern, abstract graphic element.

# SKORBURG COMPANY BACKGROUND

- Local, privately owned development firm with 35 years of experience
- Over 90 development projects in more than 25 different cities around DFW metroplex
- More than 36 current projects in active development
- Reputation for building high quality, long lasting communities
- Projects range from small, infill locations to 400+ acre multi-phase master planned communities.



**SKORBURG**  
C O M P A N Y



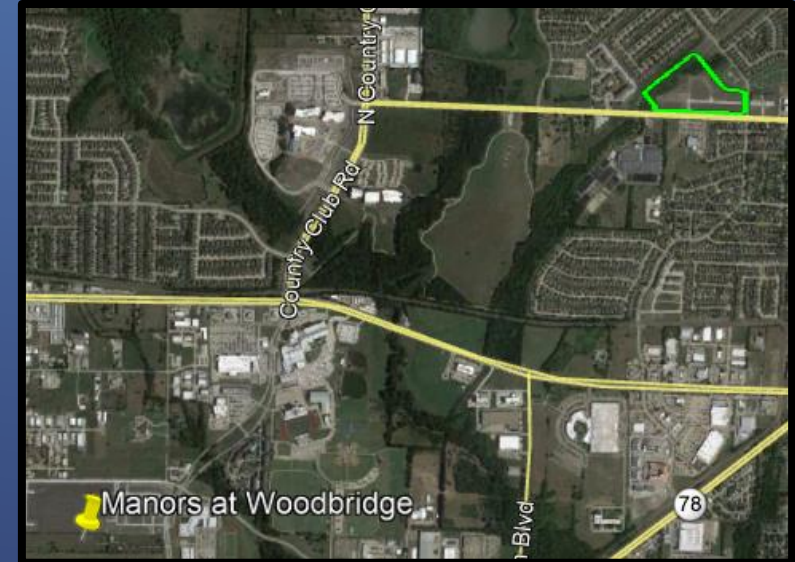
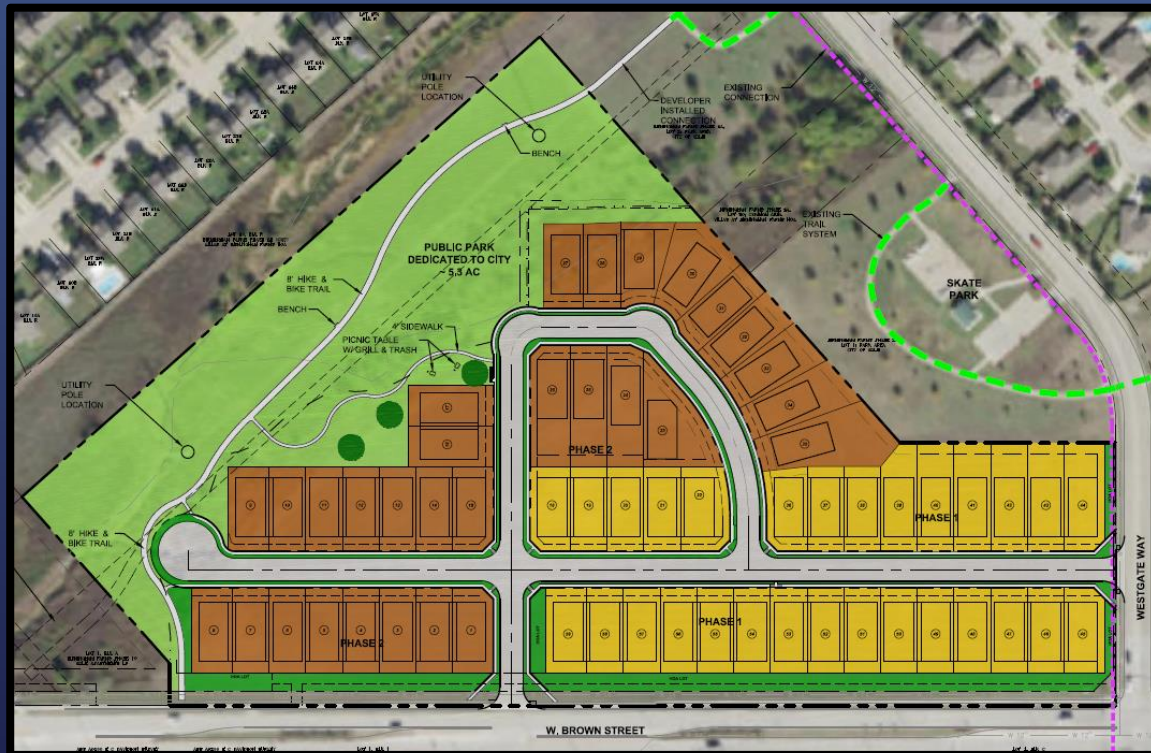
### 3. SKORBURG COMPANY PROJECTS IN WYLIE

Several thin, parallel white lines of varying lengths and angles are positioned in the bottom right corner of the slide, creating a modern, abstract graphic element.

# SKORBURG COMPANY PROJECTS IN WYLIE

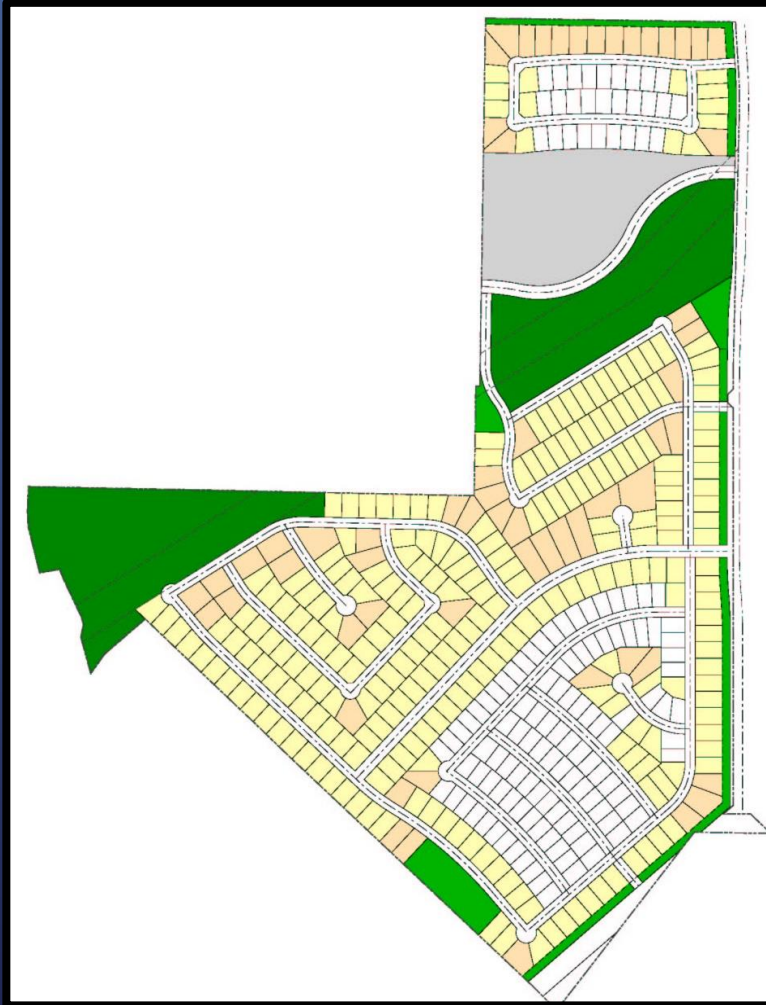
## Birmingham Bluffs

- 60 Homes
- Location: north side of W. Brown St. and east of Country Club Rd.
- Homebuilders: Windsor Homes & Paul Taylor Homes





# SKORBURG COMPANY PROJECTS IN WYLIE



## Braddock Place

- 450 lot Master Plan Community
- Location: west side of FM 544 just south of Watkins Elementary School
- Homebuilders: Windsor Homes, Megatel, DR Horton

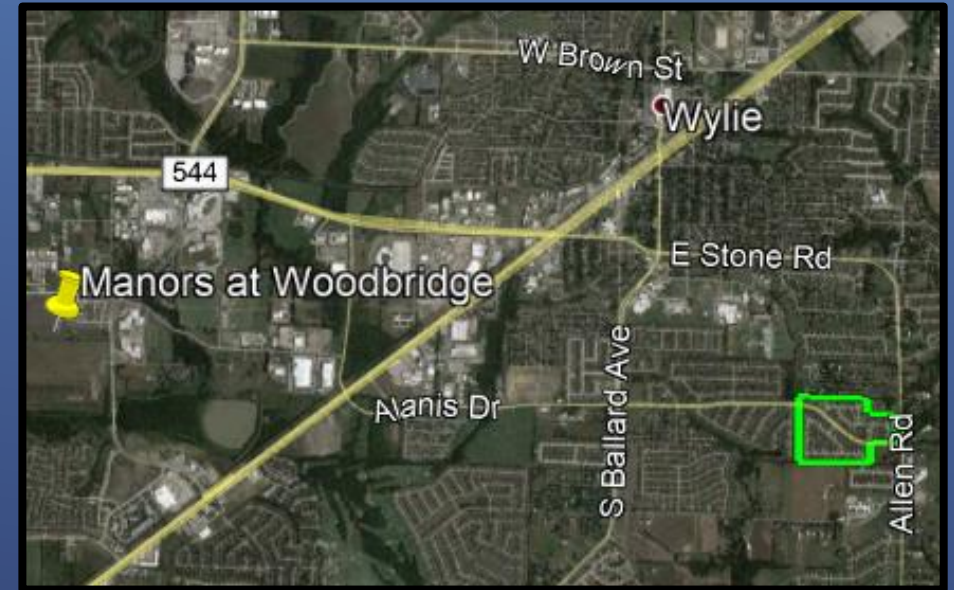




# SKORBURG COMPANY PROJECTS IN WYLIE

## Alanis Crossing

- 97 Homes
- Location: FM 544 and Alanis Drive
- Homebuilders: Windsor Homes & Paul Taylor Homes



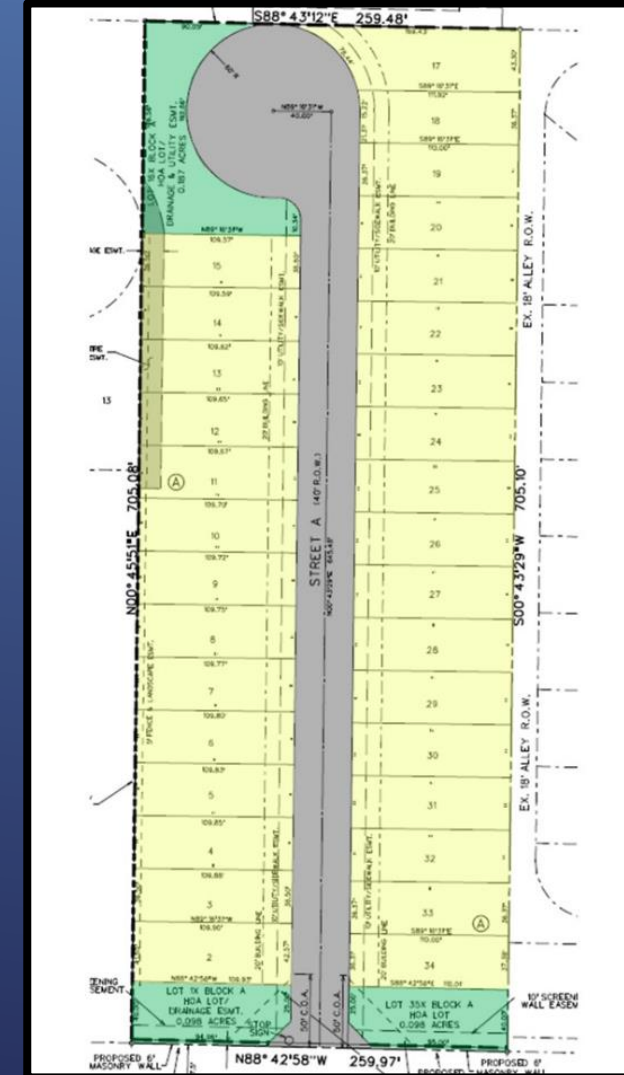
## 2. REPRESENTATIVE SKORBURG COMPANY INFILL PROJECTS



# REPRESENTATIVE SKORBURG COMPANY INFILL PROJECTS

## Highland Terraces – Lewisville, Texas

- Size:
  - 4.2 Acres, 32 SF Lots
- Location:
  - Lewisville, TX
- Builders:
  - Windsor Homes
- Current Home Prices:
  - Mid to High \$300s
- Typical Lot Size
  - 4,000 sf





# REPRESENTATIVE SKORBURG COMPANY INFILL PROJECTS

## Crosspointe – Corinth, Texas

- Size:
  - 6.4 Acres, 37 SF Lots
- Location:
  - SWC of Lake Sharon Dr. & Tower Ridge Dr.
- Builders:
  - M/I Homes
- Current Home Prices:
  - High \$200s – Mid \$300s
- Typical Lot Size
  - 40' x 105' typical





# REPRESENTATIVE SKORBURG COMPANY INFILL PROJECTS

## Hillside Villas – North Richland Hills, Texas

- Size:
  - 6.5 Acres, 37 SF Detached Lots
  - Rear Entry
- Location:
  - SEC of Mid Cities Blvd. & Holiday Ln.
- Builders:
  - Windsor Homes
- Current Home Prices:
  - Low \$300s – High \$300s
- Typical Lot Size
  - 35' x 115' typical

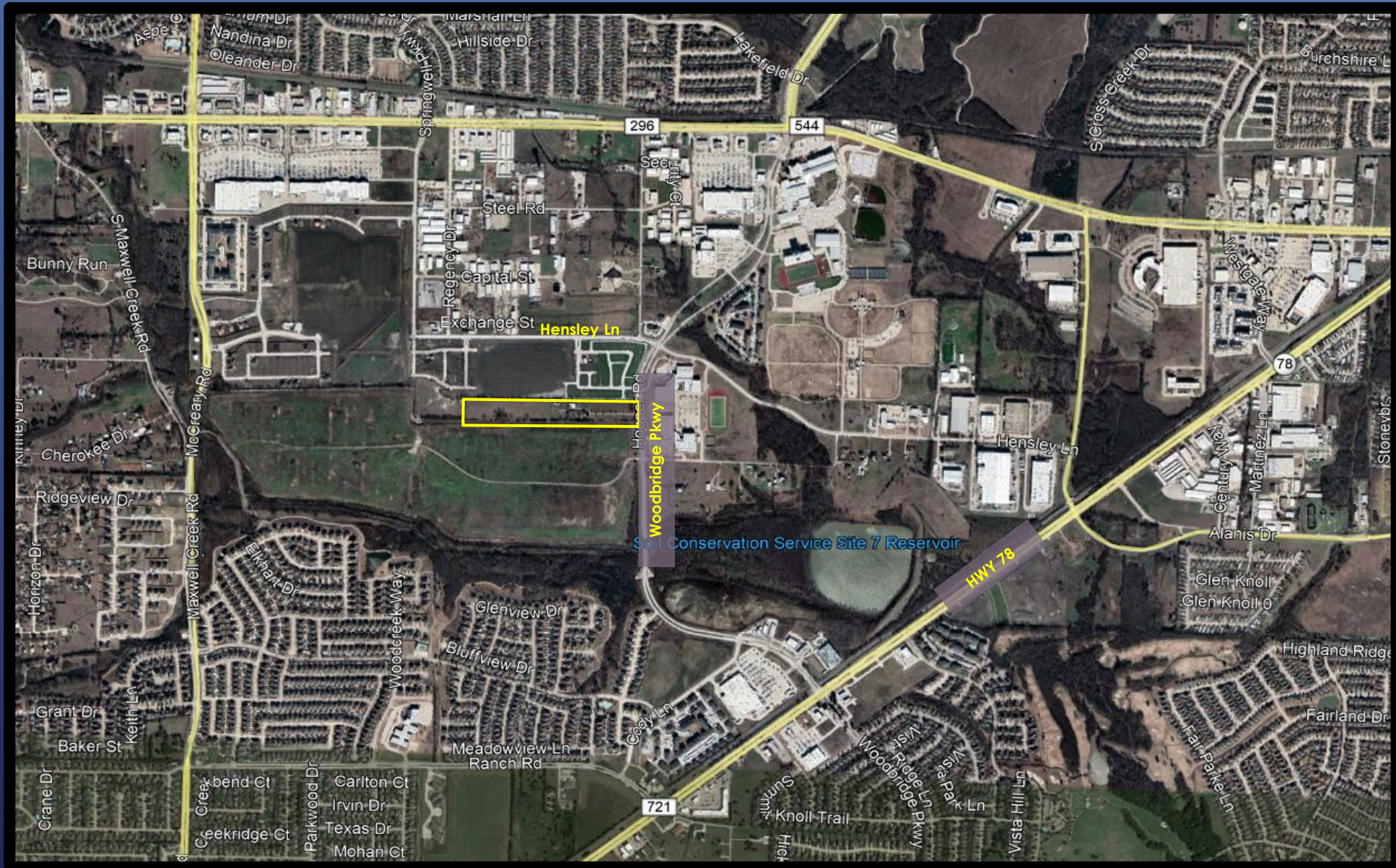


## 4. PROPERTY LOCATION



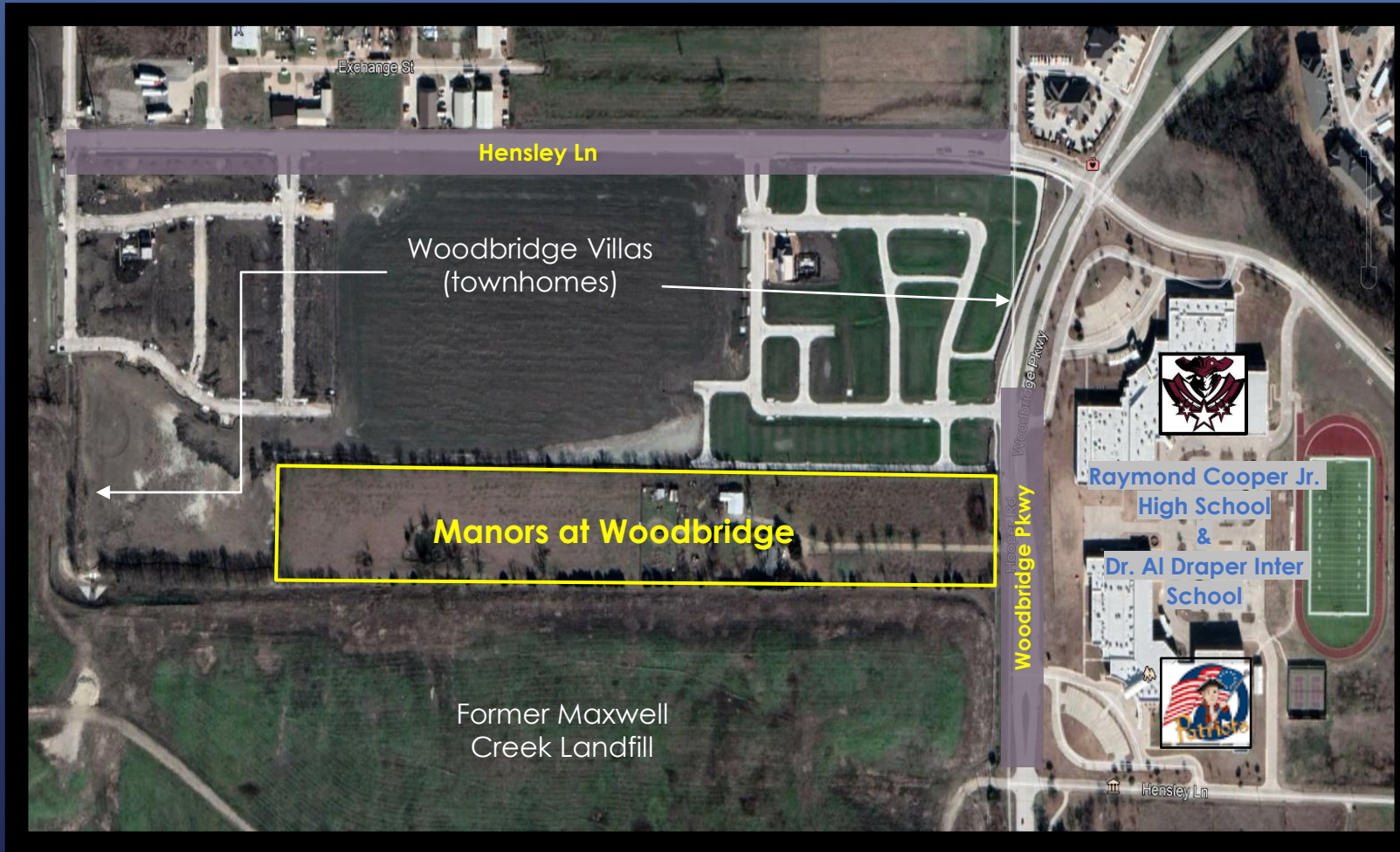


# PROPERTY LOCATION





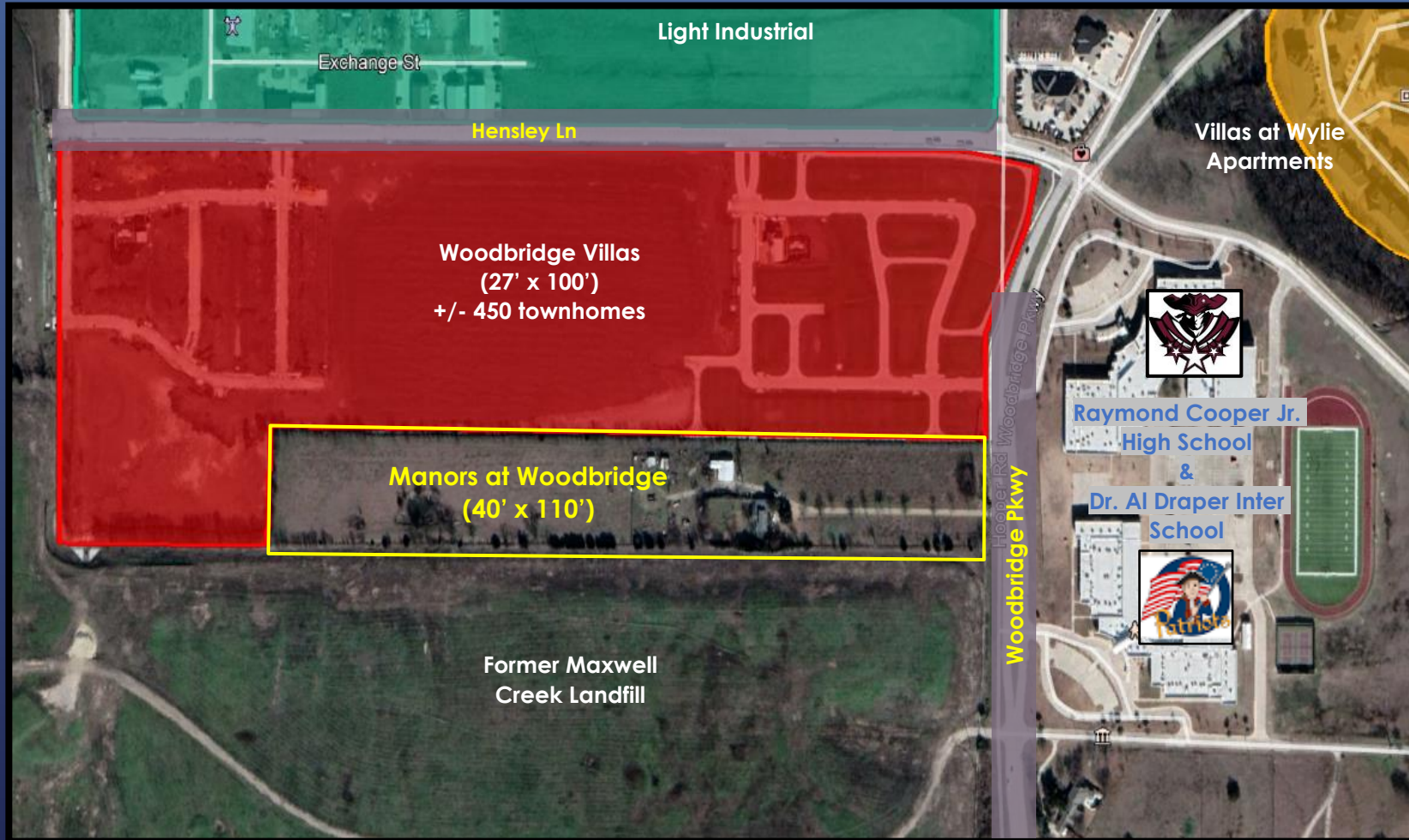
# PROPERTY LOCATION



## Subject Property

- **Location:** West of Woodbridge Parkway, south of Hensley Lane and across the street from Raymond Cooper JR. High & Dr. Al Draper Intermediate School
- **Size:** ± 13.041
- **Current Zoning:** AG/30

# PROPERTY LOCATION - SURROUNDING USES



- Townhomes
- Multi-Family
- Former Landfill
- Light Industrial
- Medical Office
- Educational

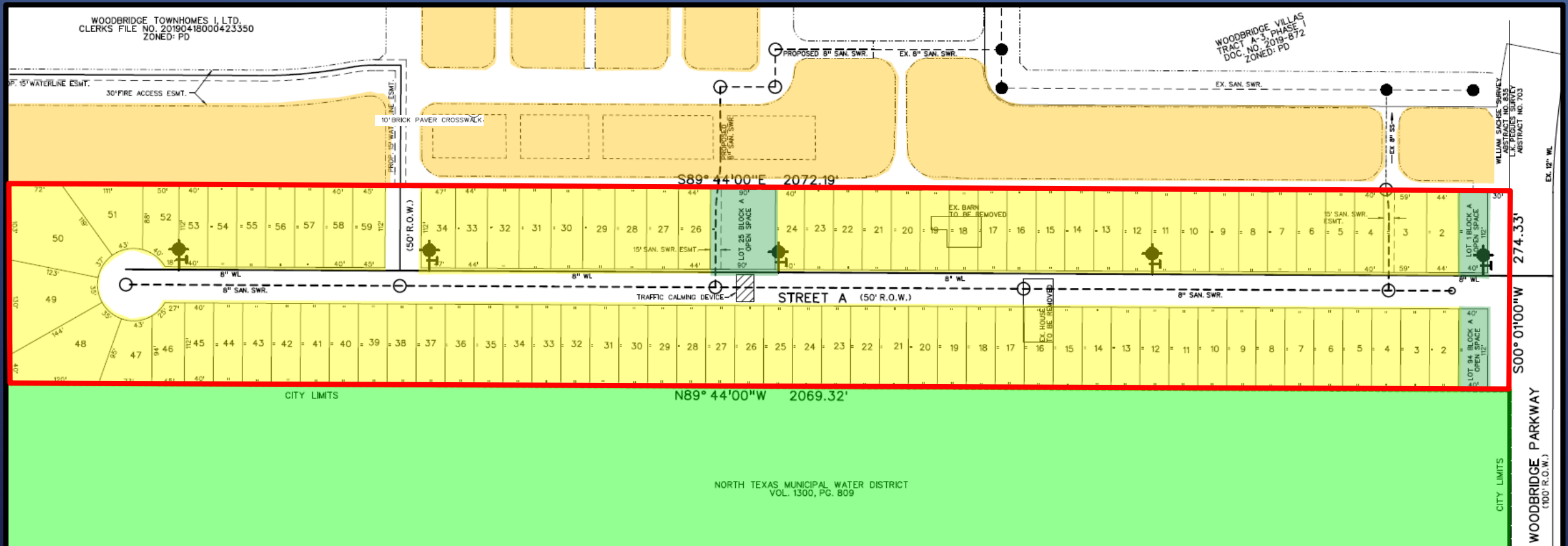
## 5. PROPOSED ZONING REQUEST





# PROPOSED MANORS AT WOODBRIDGE PD ZONING REQUEST

- Lot Size: typical 40' x 112'
- Number of Units: 90 single family detached homes
- Density: +/- 7 units per acre



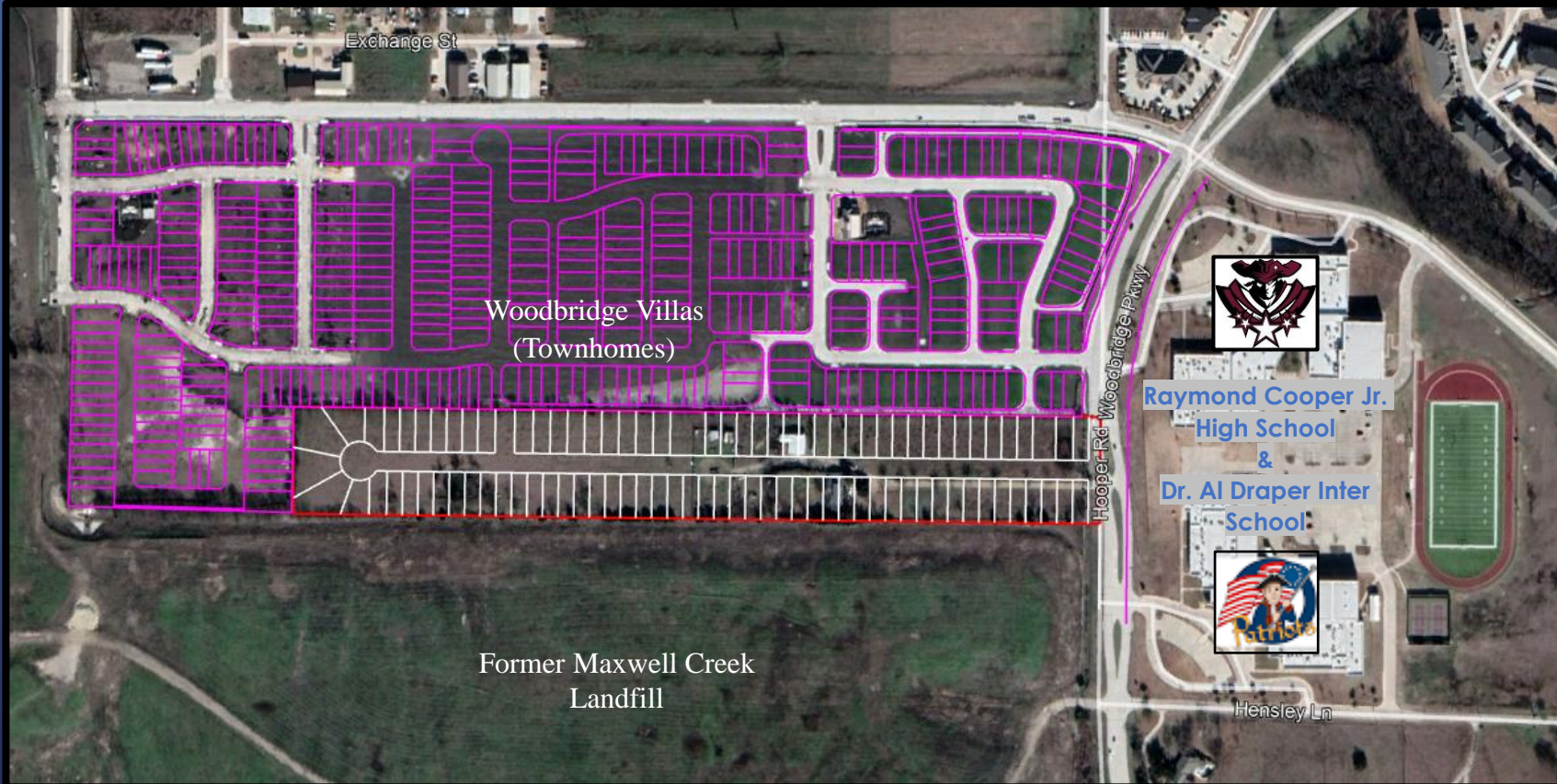
# PROPOSED PD ZONING REQUEST

## (COMPARISON TO WOODBRIDGE VILLAS PD)

	Manors at Woodbridge - PD	Woodbridge Villas - PD
<b>Lot Size (minimum)</b>		
Lot Area (sq. ft.) <sup>1</sup>	4,400	3,000 (average)
Lot Width (feet) <sup>1</sup>	40'	30' (average)
Lot width of corner Lots (feet)	45'	45'
Lot Depth (feet) <sup>1</sup>	110'	100'
<b>Dwelling Regulations</b>		
Minimum Square Footage	1,800	1,200
<b>Yard Requirements – Main Structures</b>		
Front Yard (feet)	20'	15'
Front Yard of Cul-de-sac Lots (feet)	15'	
Side Yard (feet)	5'	0'
Side Yard of Corner Lots (feet)	5' & 10'	15'
Rear Yard (feet)	10'	25'
Rear Yard of Cul-de-sac Lots (feet)	5'	
Lot Coverage	75%	60%
<b>Height of Structures</b>		
Main Structure (feet)	36'	40'

<sup>1</sup> – With the exception of all cul-de-sac lots (Lots 46-52 Block A).

# HIGH-QUALITY, LOGICAL TRANSITION



- Detached single-family patio homes will provide a great opportunity to utilize this irregular shaped parcel.
- Organic transition between Woodbridge Villas (400 + attached townhomes) to the north and the former Maxwell Creek landfill to the south.
- Offers residents a diverse yet compatible home to surrounding options.

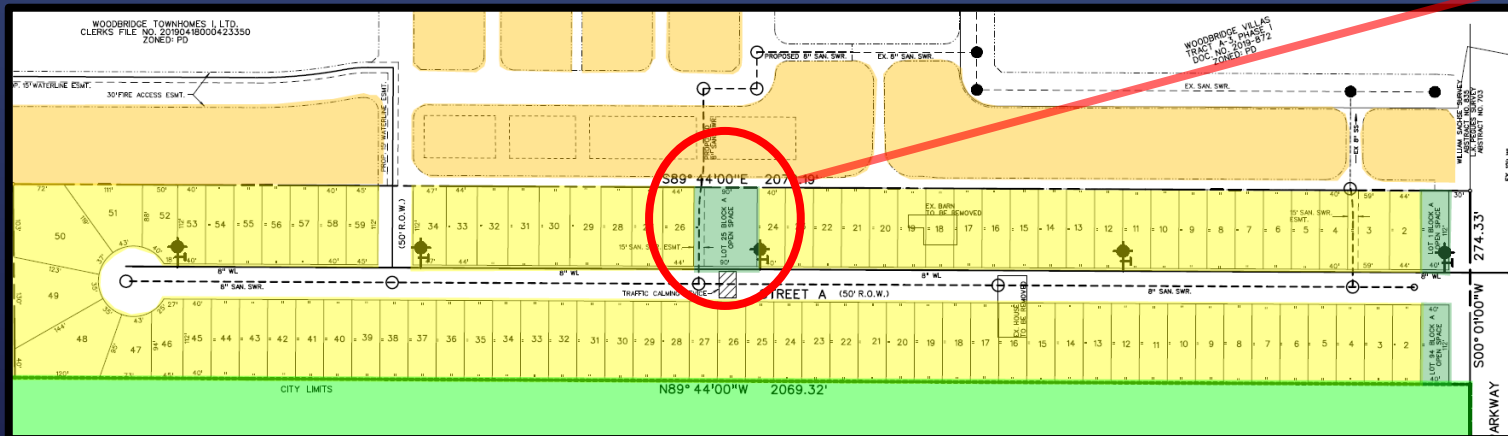
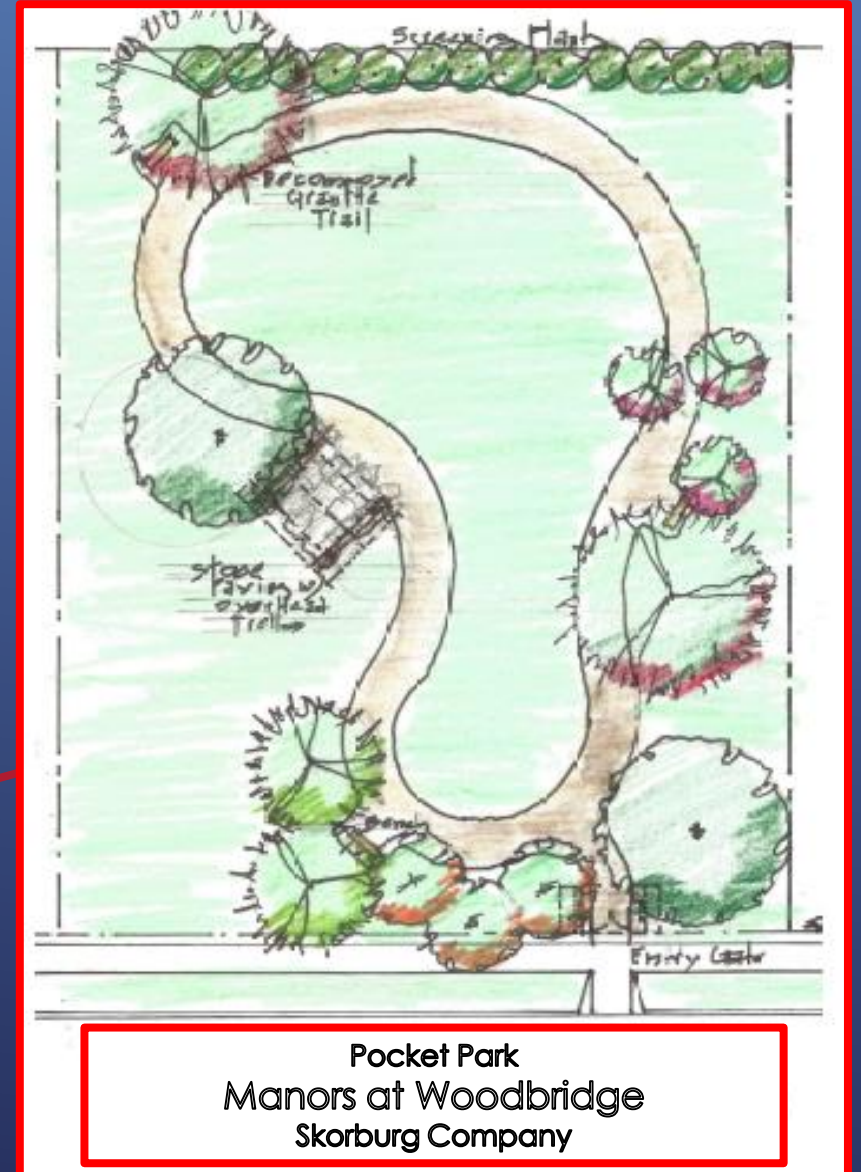
## 6. PROPERTY FEATURES





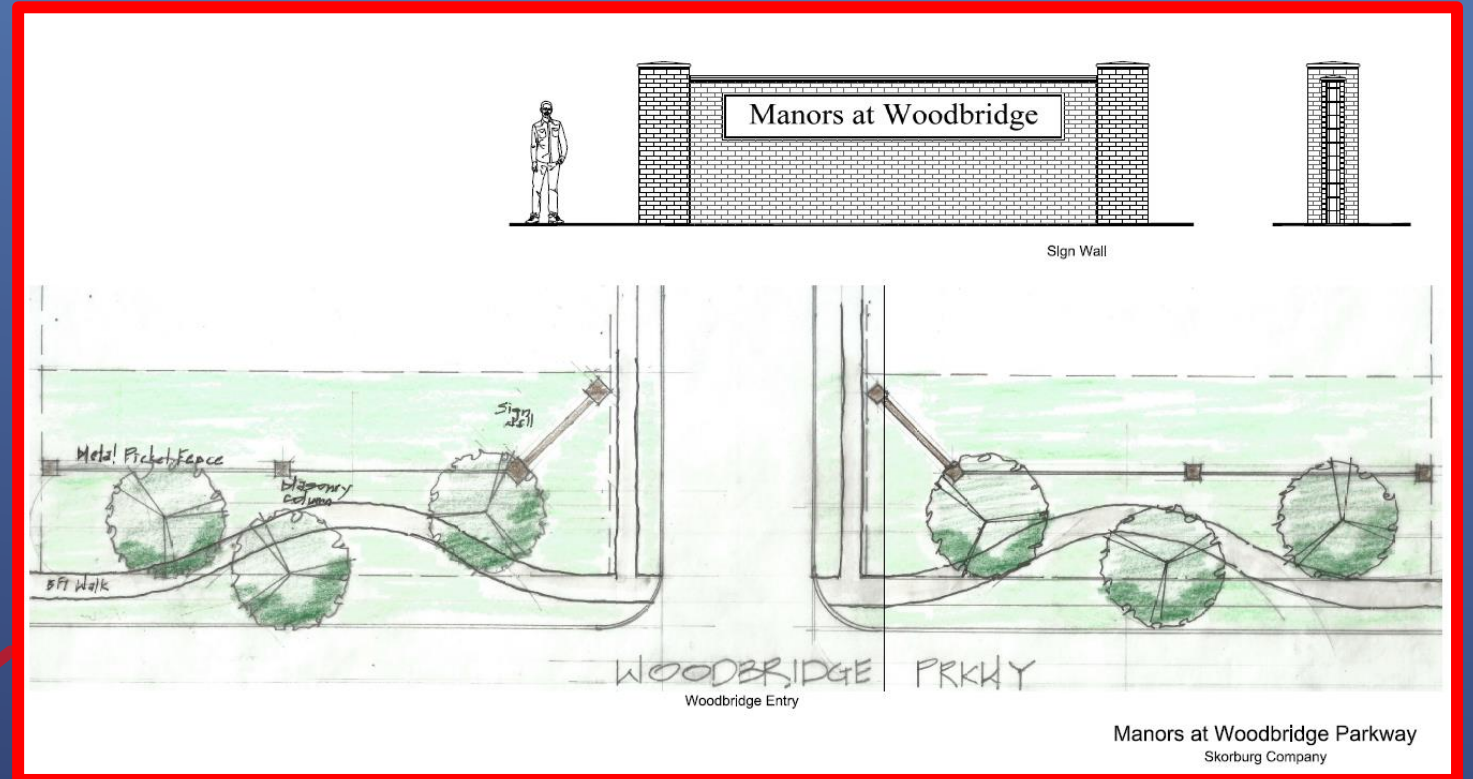
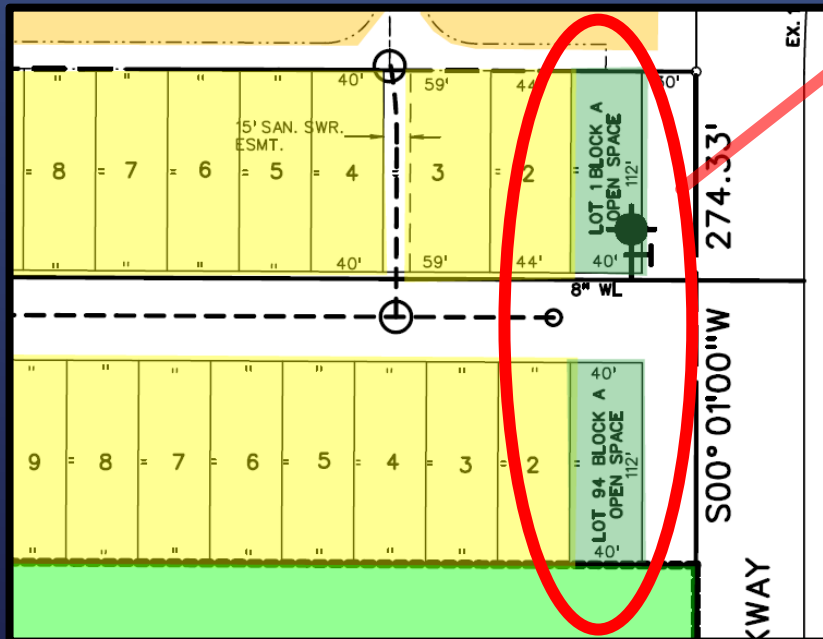
# OPEN SPACE FEATURES

- A centralized community pocket park serves as a beautiful open space amenity for the residents at the Manors at Woodbridge.
- Neighbors will gather and enjoy the outdoors in this professionally landscaped park with decomposed granite trail, pergola shade structure, picnic table and benches.



# ENTRY FEATURES

- 40' open space on both sides of the street serves as a beautiful entryway to Manors on Woodbridge
- Meandering 5' walking path along Woodbridge Parkway to encourage walkability and connectivity



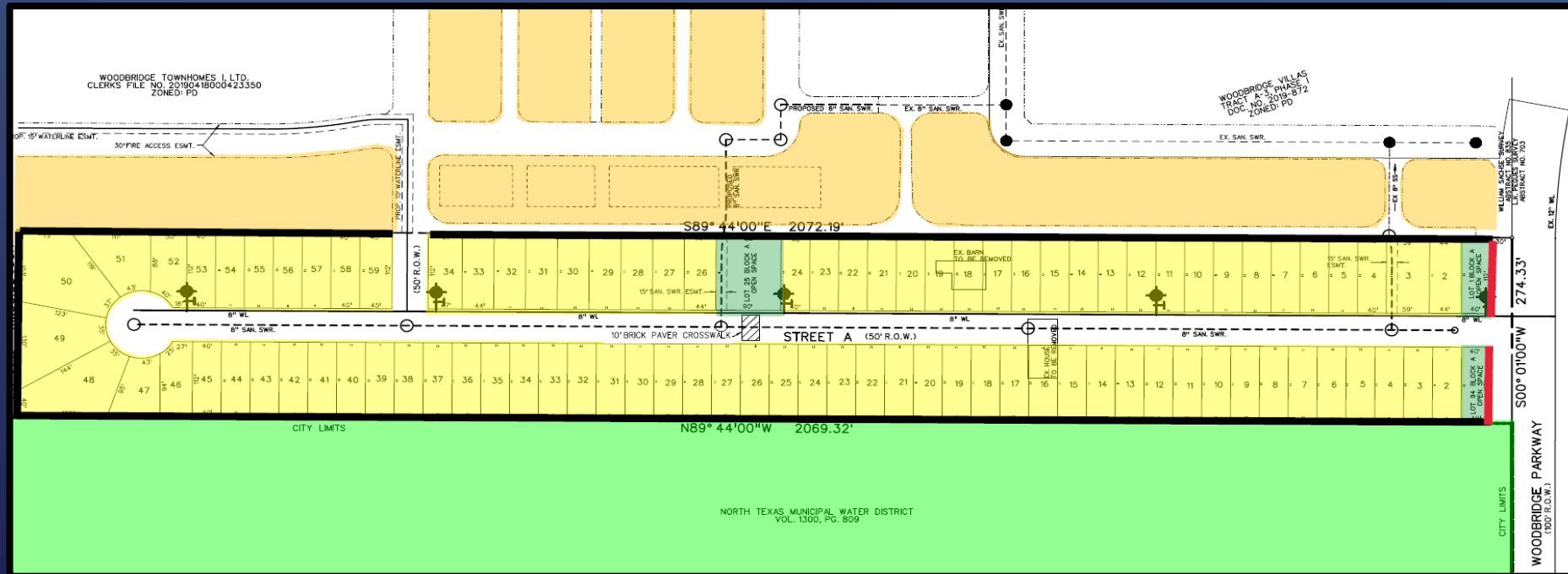


# SCREENING PLAN



— 6' board on board cedar fencing (poles on the interior)

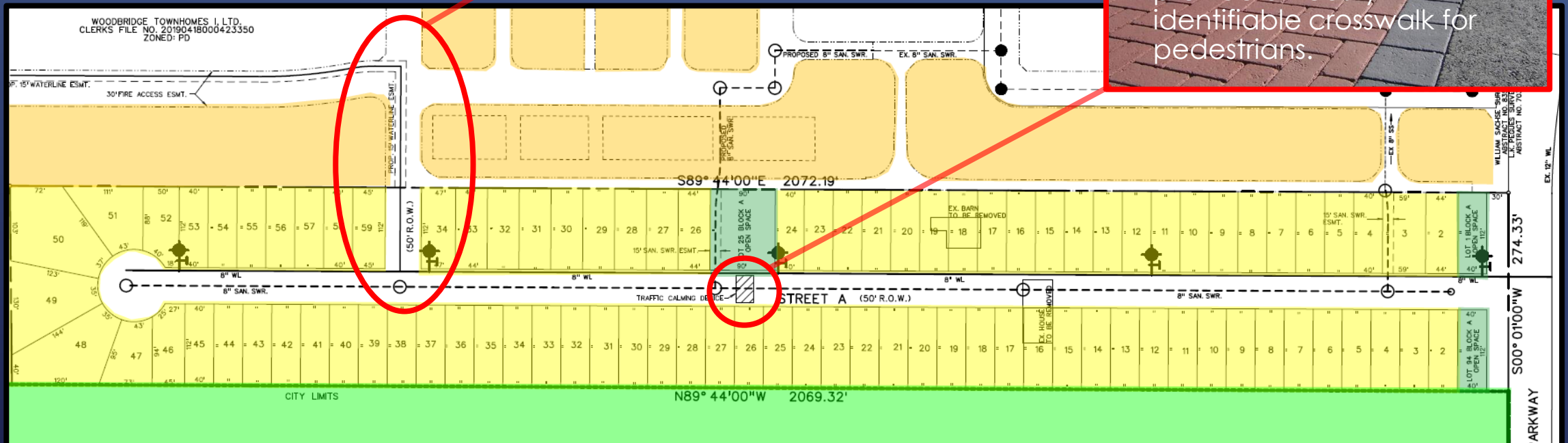
— 6' decorative metal fence with masonry columns every 50' built along Woodbridge Parkway



# VEHICULAR AND PEDESTRIAN ACCESS

- A second point of access (full standard 50' right-of-way) will be provided to the north through Woodbridge Villas. This will help minimize potential back up at Woodbridge Parkway during peak hours, provide emergency services another point of ingress and egress and provide seamless interconnectivity with the Woodbridge Villas neighborhood.

- 
- 10'-wide brick paver section located in the center of the community and adjacent to the community park will provide an easily identifiable crosswalk for pedestrians.





## 7. REPRESENTATIVE PRODUCT



# WINDSOR HOMES - HIGH QUALITY 40' LOT PRODUCT



# MEGATEL HOMES - HIGH QUALITY 40' LOT PRODUCT



END





# APPENDICES



# PROJECTED PRICE POINTS

Projected Price Point: Low \$300k's to Mid \$300k's

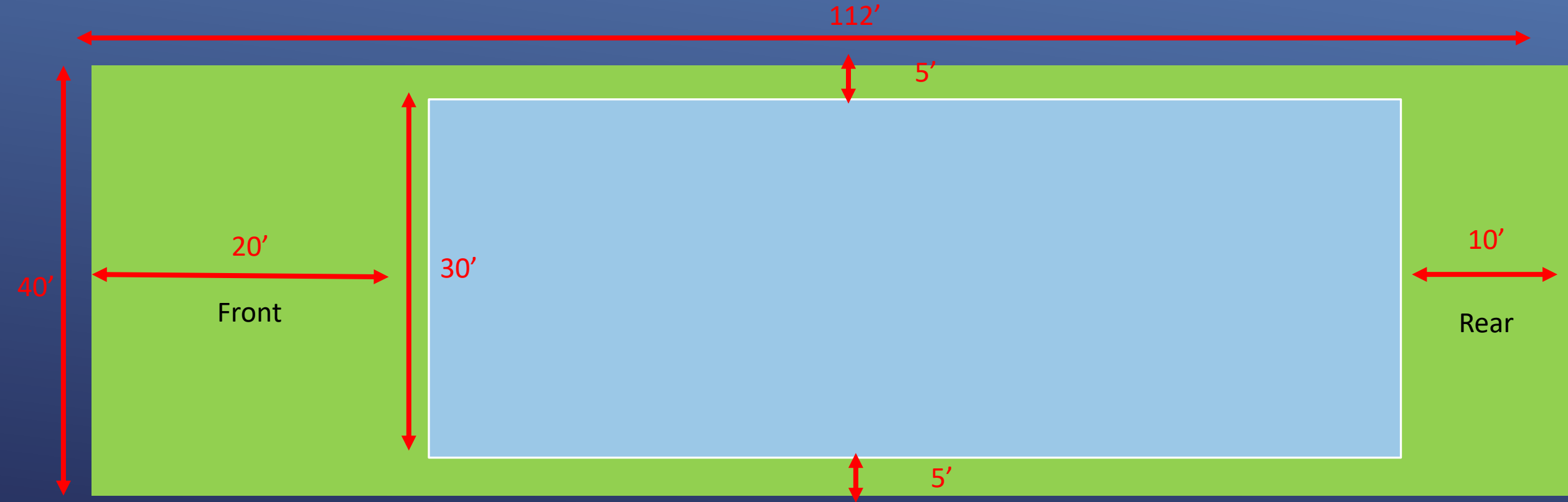
Projected SQFT Range: 1,800 to 2,700 SQFT

Projected Square Feet	Projected Price
1,800 sqft	\$310's
2,100 sqft	\$320's
2,400 sqft	\$330's
2,700 sqft	\$350's

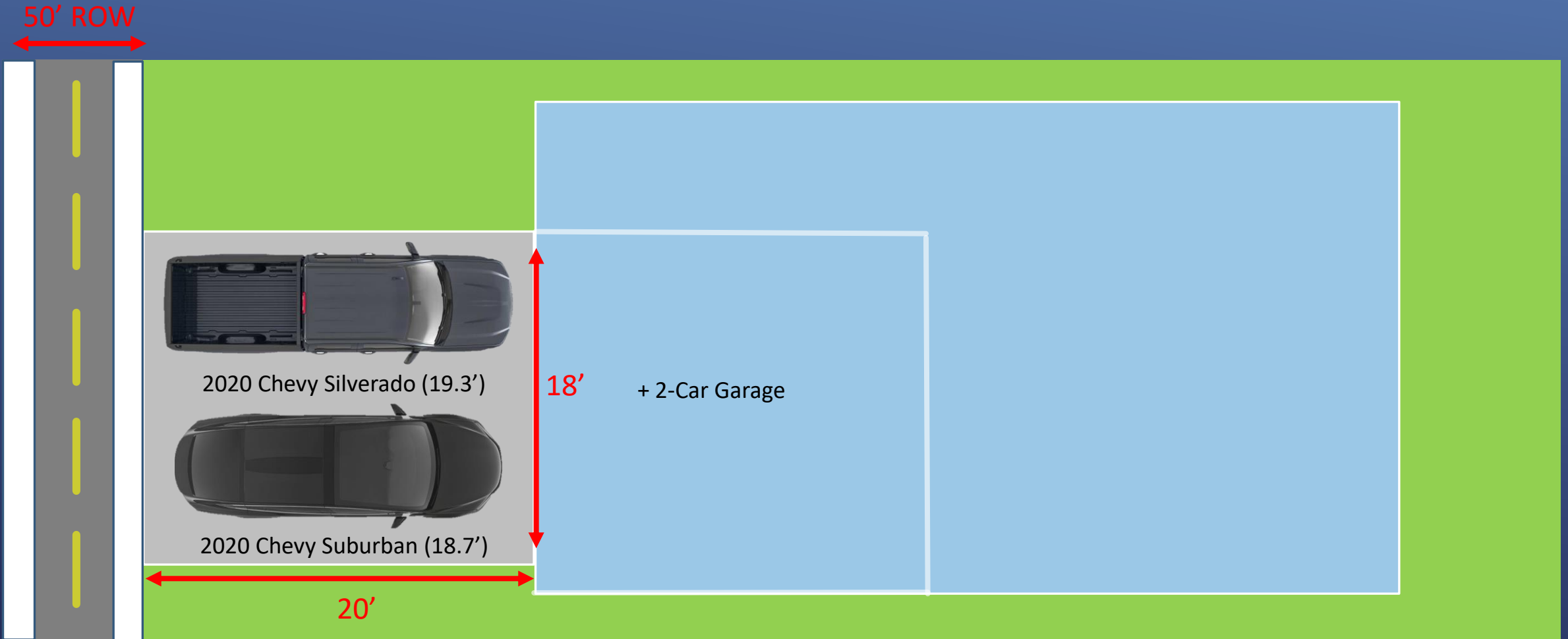
Woodbridge Villas Townhomes Price Point: \$280k's to \$300k's

*Projected price points could increase depending on the extent of options selected by homebuyers.*

# MANORS AT WOODBRIDGE : 40' LOT TYPICAL DIMENSIONS



# TYPICAL DRIVEWAY DIMENSIONS





# APPROXIMATE TAX CALCULATION

90 lots

x \$280,000 (average home price)

= \$25,200,000

x .00671979 (City of Wylie Property Tax Rate)

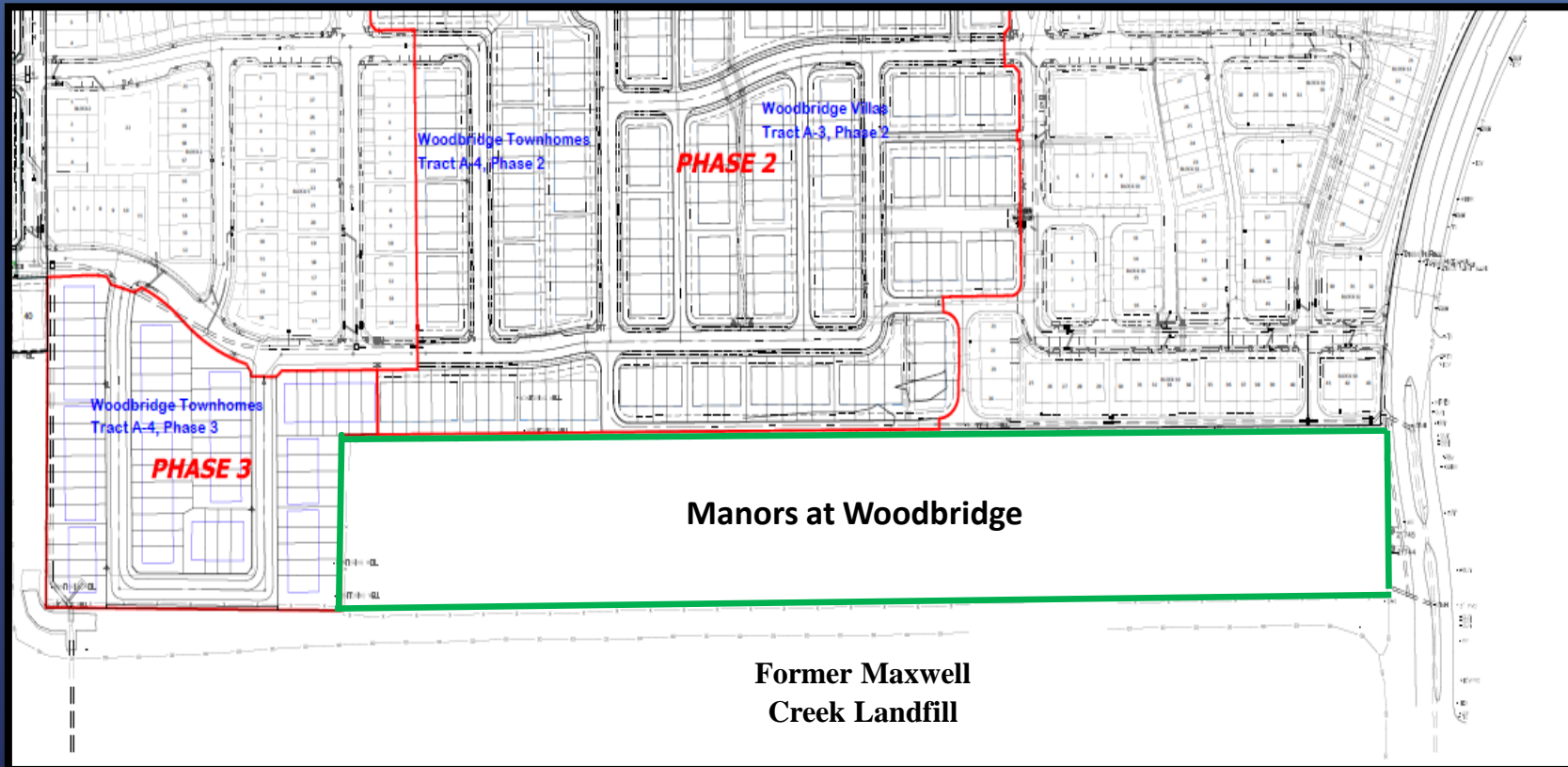
= \$169,338 annual tax revenue at build out

x 20 years

= **\$3,386,760** in tax revenue over 20 years after buildout

Current tax revenue as single-family home (2020) = \$1,837

# PROPERTY HARDSHIPS

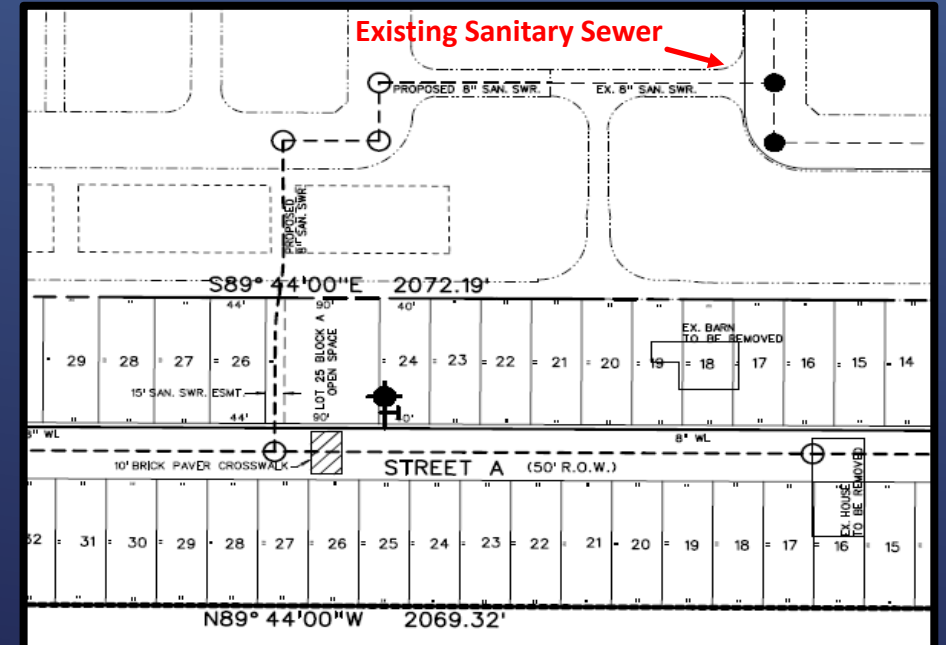


- Long, narrow, irregular shaped parcel
- Access restricted due to property being located between Woodbridge Villas & Former Maxwell Creek Landfill

# PROPERTY HARDSHIPS

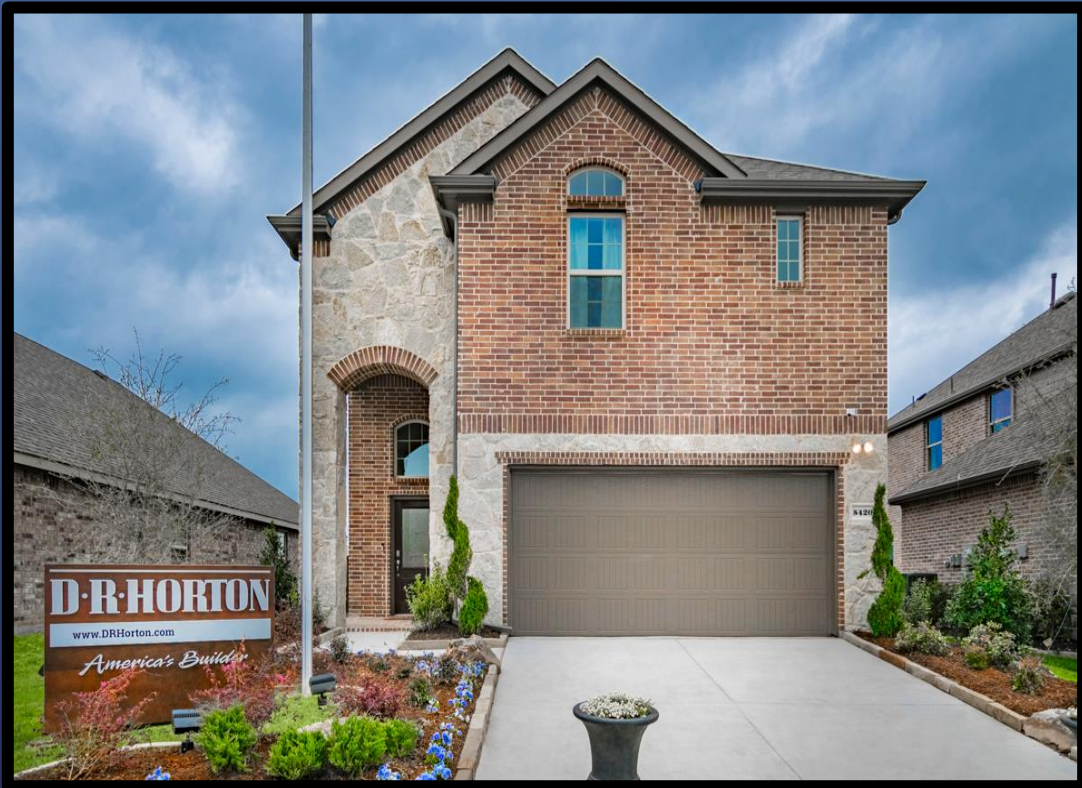


- Topography
- Sanitary Sewer Connection
- Water Connection





# DR HORTON - HIGH QUALITY 40' LOT PRODUCT



**D-R HORTON**  
*America's Builder*



# M/I HOMES - HIGH QUALITY 40' LOT PRODUCT





# Wylie City Council

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## AGENDA REPORT

<b>Meeting Date:</b>	<u>January 12, 2021</u>	<b>Item Number:</b>	<u>3</u>
<b>Department:</b>	<u>Planning</u>		<i>(City Secretary's Use Only)</i>
<b>Prepared By:</b>	<u>Jasen Haskins, AICP</u>	<b>Account Code:</b>	<u></u>
<b>Date Prepared:</b>	<u>December 23, 2020</u>	<b>Exhibits:</b>	<u>1</u>

### Subject

Consider, and act upon, authorizing the City Manager to sign a Development Agreement, between the City of Wylie and Boussel Honrobia (Applicant) regarding the use of building materials for the development of a Light Industrial property located at 32 Steel Road.

### Recommendation

Motion to approve authorizing the City Manager to sign a Development Agreement, between the City of Wylie and Boussel Honrobia (Applicant) regarding the use of building materials for the development of a Light Industrial property located at 32 Steel Road.

### Discussion

The applicant has requested to enter into a development agreement with the City of Wylie while requesting to rezone the property located at 32 Steel Road.

In order to maintain the standards of the existing development, and as a part of the overall development agreement, the applicant is proposing to add a separate building materials agreement in accordance with Texas State Law Sec 3000.002(d).

This Development Agreement states that the property owner, now or future, will voluntarily abide by the building standards of the City of Wylie Zoning Ordinance now, or as amended.

A separate zoning request for this proposed development, that addresses general development standards, is on this agenda for consideration.

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

After Recording Return to:

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

**DEVELOPMENT AGREEMENT AMONG  
BOUSSEL HONROBIA AND THE CITY OF WYLIE, TEXAS**

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

WHEREAS, Developer warrant that they are the sole owners of that certain tract of land situated in the City of Wylie, Collin County, Texas, consisting of 2.906± acres on Lot 1, Blk 1 of Helmberger Industrial Park, generally located at 32 Steel Road, Wylie, Texas 75098-5753, and more particularly described in Exhibit A, attached hereto and incorporated herein for all purposes ("HKHH Steel Commercial Center"); and

WHEREAS, Developer desires to revert the zoning designation of HKHH Steel Commercial Center and have asked Wylie to rezone the Property to Light Industrial; and

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

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

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

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

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

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

1. Incorporation of Recitals. The representations, covenants and recitations set forth in the forth in the foregoing recitals of this Agreement are true and correct, are incorporated into the body of this Agreement and are adopted as findings of Wylie and Developer.
2. Land Subject to Agreement. The land that is subject to this Agreement is the Property. Developer represents and warrant that he is the sole owner of HKHH Steel Commercial Center as of the Effective Date of this Agreement.
3. Building Materials Standards.
  - (a) In the construction, renovation, maintenance and alteration of any existing or future building on the Property, Developer shall not use or install, or permit the use or installation of, any building product or material or aesthetic method that does not comply with the Building Materials Standards, notwithstanding any conflicting provision of Chapter 3000 of the Texas Government Code, as it exists or may be amended. Developer voluntarily consents and agrees to comply with this Agreement and the Building Materials Standards in the construction, renovation, maintenance and alteration of any existing or future building on the Property.
  - (b) Before commencement of construction, renovation, maintenance or alteration of any existing or future building on the Property on or after the Effective Date of this Agreement, Developer shall impose deed restrictions on the Property, incorporating the requirements of this Agreement. As a condition of Wylie's issuance of any building permits on the Property, Developer shall submit to Wylie the proposed deed restrictions in compliance with this Agreement. The deed restrictions must be approved, in writing, by the Wylie City Planner. Wylie is entitled to withhold building permits on the Property (in addition to any other remedy available to Wylie) in the event that Developer has not obtained such written approval. Once approved, Developer shall record the approved deed restrictions in the Real Property Records of Collin County, Texas. The approved deed restrictions may not be amended, terminated or otherwise modified after Wylie's approval thereof without the prior written consent of the Wylie City Planner. Wylie shall be a third-party beneficiary of the approved deed restrictions, and Wylie shall have the right but not the obligation to enforce this Agreement and the approved deed restrictions, as they exist or may be amended.
  - (c) Wylie designates the Property for its historical, cultural or architectural importance and significance pursuant to Section 3000.002(d) of the Texas Local Government Code. Developer voluntarily consents and agrees to such designation. Developer



voluntarily waives any rights or protections that may exist under Chapter 3000 of the Texas Government Code, as it exists or may be amended, with respect to any existing or future building on the Property, and further agrees that Wylie's right to enforce the Building Materials Standards arise from this Agreement and not from a rule, charter provision, ordinance, order, building code or other regulation of Wylie. Developer agrees that Wylie is entitled to amend, revise, supplement and otherwise modify the Building Materials Standards in Wylie's sole discretion.

4. Default.

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

5. Limitation of Liability. Notwithstanding anything to the contrary herein, the parties agree and acknowledge that Wylie shall not, under any circumstance, be required to tender, or be liable to Developer for, any credit or reimbursement of, or payment of any monies, with regard to the matters set forth herein.

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

If to Wylie, addressed to it at:

City of Wylie  
Attention: City Manager  
300 Country Club Road  
Wylie, Texas 75098  
Telephone: (972) 516-6000  
Facsimile: (972) 516-6026  
Email: [chris.holsted@wylietexas.gov](mailto:chris.holsted@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: [rpittman@abernathy-law.com](mailto:rpittman@abernathy-law.com)

If to Developer, addressed to Developer at:  
Boussel Honrobia  
Attention: Boussel Honrobia  
406 Terry Ct.  
Allen, TX 75002

9. Indemnity.

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

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

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

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

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

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

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

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

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

11. Vested Rights/Chapter 245 Waiver. The parties shall be subject to all ordinances of Wylie, whether now existing or in the future arising. This Agreement shall confer no vested rights on the Property, or any portion thereof, unless specifically enumerated herein. In addition, nothing contained in this Agreement shall constitute a "permit" as defined in Chapter 245 of the Texas Local Government Code, as amended, and nothing in this Agreement provides Wylie with fair notice of any project of Developer. **EACH DEVELOPER WAIVES ANY STATUTORY CLAIM UNDER CHAPTER 245 OF THE TEXAS LOCAL GOVERNMENT CODE, AS AMENDED, UNDER THIS AGREEMENT. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**



12. Attorney's Fees. If either party files any action or brings any proceeding against the other arising from this Agreement, then as between Developer and Wylie, the prevailing party shall be entitled to recover as an element of its costs of suit, and not as damages, reasonable and necessary attorneys' fees and litigation expenses both at trial and on appeal, subject to the limitations set forth in TEX. LOC. GOV'T CODE § 271.153, as it exists or may be amended, if applicable.
13. Warranties/Representations. All warranties, representations and covenants made by one party to the other in this Agreement or in any certificate or other instrument delivered by one party to the other under this Agreement shall be considered to have been relied upon by the other party and will survive the satisfaction of any fees under this Agreement, regardless of any investigation made by either party.
14. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the parties.
15. Governing Law; Venue. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement, without regard to conflict of law principles. This Agreement is performable in Collin County, Texas, and the exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Collin County, Texas.
16. Consideration. This Agreement is executed by the parties without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.
17. Multiple Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.
18. Authority to Execute. The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the Effective Date (hereinafter defined).
19. Savings; Severability. In the event that a term, condition or provision of this Agreement is determined to be invalid, illegal, void, unenforceable or unlawful by a court of competent jurisdiction, then that term, condition or provision shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been contained in this Agreement.

20. Representations. Each party represents that it has carefully read this Agreement, knows the contents hereof, has consulted with an attorney of its choice regarding the meaning and effect hereof and is signing the same solely of its own judgment.
21. No Third Party Beneficiaries. Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third party beneficiaries by entering into this Agreement, except as expressly set forth herein.
22. Assignment/Binding Effect.
- (a) This Agreement is assignable, in whole or in part, upon the following conditions, all of which must be satisfied before any such assignment shall be valid and enforceable:
    - (i) the assignment of the Agreement must be evidenced by a recordable document ("Assignment"), the form of which must be approved in writing by Wylie;
    - (ii) the Assignment must expressly contain, among any other reasonable requirements and conditions of Wylie, an acknowledgment and agreement that all obligations, covenants and conditions contained in this Agreement will be assumed solely and completely by the assignee, and the contact name, address, phone number, fax number and electronic mail address of the assignee;
    - (iii) Developer will file any approved, executed Assignment in the Real Property Records of Collin County, Texas; and
    - (iv) Developer shall provide Wylie with a file-marked copy of the Assignment within ten (10) days of filing the same, and until Wylie receives said file-marked copy of the Assignment as provided herein, Wylie shall not, under any circumstance, recognize said Assignment.
  - (b) This Agreement shall be binding upon and inure to the benefit of Wylie and Developer.
23. Indemnification. The Parties agree that the Indemnity provisions set forth in Section 9 and Section 10 herein are conspicuous, and the parties have read and understood the same.
24. Waiver. Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit or waive such party's right thereafter to enforce and compel strict compliance.

25. Immunity. It is expressly understood and agreed that, in the execution and performance of this Agreement, Wylie has not waived, nor shall be deemed hereby to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.
26. Reference to Developer. When referring to “Developer” herein, this Agreement shall refer to and be binding upon Developer, and Developer’s officers, directors, partners, employees, representatives, contractors, agents, successors, assignees (as authorized herein), vendors, grantees, trustees, legal representatives and any other third parties for whom Developer is legally responsible.
27. Reference to Wylie. When referring to “Wylie” herein, this Agreement shall refer to and be binding upon Wylie and Wylie’s Council Members, officers, agents, representatives, employees and any other authorized third parties for whom Wylie is legally responsible.
28. Miscellaneous Drafting Provisions. This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

*[Signature page follows.]*

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

CITY OF WYLIE, TEXAS,  
a home-rule municipality

By: \_\_\_\_\_  
Chris Holsted, 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 Chris Holsted, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me that he is the City Manager and duly authorized representative for the City of Wylie, Texas, and that he executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_ day of \_\_\_\_\_, 2020.

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



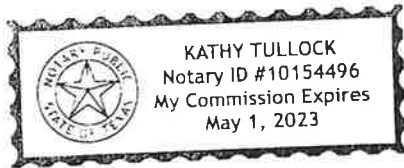
Bousel Honrobia,  
a Texas resident

By: B. Honrobia  
Bousel Honrobia  
Date: \_\_\_\_\_

STATE OF TEXAS       §  
                                  §  
COUNTY OF Dallas   §

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

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this 29 day of December, 2020.



Kathy Tullock  
Notary Public, State of Texas  
My Commission Expires: 05-01-2023

**Exhibit A-1**  
**Legal Description of the HKHH Steel Commercial Center**

Lot 1, Block 1 of Helmberger Industrial Park, an addition to the City of Wylie, Collin County, Texas.

**Exhibit B**

## **Building Materials Standards**

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

1. Ordinance No. 2019-23, Zoning Ordinance Section 4.3 (Non-Residential Design Standards), as it exists or may be amended by Wylie in its sole discretion
2. Ordinance No. 2018-14, International Property Maintenance Code and all local amendments thereto, as it exists or may be amended by Wylie in its sole discretion
3. Ordinance No. 2018-13, International Existing Building Code and all local amendments thereto, as it exists or may be amended by Wylie in its sole discretion
4. Ordinance No. 2017-41, International Fire Code and all local amendments thereto, as it exists or may be amended by Wylie in its sole discretion
5. Ordinance No. 2017-40, National Electrical Code and all local amendments thereto, as it exists or may be amended by Wylie in its sole discretion
6. Ordinance No. 2017-39, International Residential Code and all local amendments thereto, as it exists or may be amended by Wylie in its sole discretion
7. Ordinance No. 2017-37, International Plumbing Code and all local amendments thereto, as it exists or may be amended by Wylie in its sole discretion
8. Ordinance No. 2017-34, International Energy Conservation Code and all local amendments thereto, as it exists or may be amended by Wylie in its sole discretion
9. Ordinance No. 2017-32, International Building Code – Commercial and all local amendments thereto, as it exists or may be amended by Wylie in its sole discretion
10. Any other existing or future ordinance, rule or regulation adopted by the Wylie City Council that establishes a standard for a building product, material or aesthetic method in construction, renovation, maintenance or other alteration of a building if the standard is more stringent than a standard for the product, material, or aesthetic method under a national model code published within the last three code cycles that applies to the construction, renovation, maintenance, or other alteration of the building



# Wylie City Council

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## AGENDA REPORT

**Meeting Date:** January 12, 2021  
**Department:** Planning  
**Prepared By:** Jasen Haskins, AICP  
**Date Prepared:** December 23, 2020

**Item Number:** 4  
*(City Secretary's Use Only)*  
**Account Code:** \_\_\_\_\_  
**Exhibits:** 4

### Subject

Hold a Public Hearing, consider, and act upon, a request regarding a change of zoning from Planned Development Ordinance No. 2018-30 (PD 2018-30) to Light Industrial (LI), to allow for light industrial development on 2.9068 located at 32 Steel Road. **(ZC2020-16)**.

### Recommendation

Hold a Public Hearing, consider, and act upon, a request regarding a change of zoning from Planned Development Ordinance No. 2018-30 (PD 2018-30) to Light Industrial (LI), to allow for light industrial development on 2.9068 located at 32 Steel Road. **(ZC2020-16)**.

### Discussion

**OWNER: Bousell Honorobia**

**APPLICANT: HKHH Steel Group LLC**

The applicant is requesting to rezone the property located at 32 Steel Road from Planned Development Ordinance No. 2018-30 (PD 2018-30) to Light Industrial (LI).

Prior to 2018 the property was zoned Light Industrial, however in October 2018 the land was rezoned to PD 2018-30 for a business park with commercial and light industrial uses. The applicant is requesting to rezone the land back to Light Industrial as the envisioned development stemming from the PD request did not materialize.

A straight zoning designation will allow the subject property to be marketed and developed without the requirements of the Planned Development which included; a zoning exhibit with specific building layouts and sizes, specific required landscaping, and site wide shared parking.

The applicant has voluntarily submitted a Development Agreement regarding Building Materials to be used on this property. That item is on this agenda for consideration.

In accordance with State Law, eleven (11) notifications were mailed to property owners within 200' of the subject property. Two responses were received in favor of the rezoning at the time of this posting.

#### **P&Z Commission Discussion**

The Commission voted 5-0 to recommend approval.



SHORELINE LN

DALLAS AREA RAPID TRANSIT

2771P-30

W FM 544

2804

2722

2710

2640

2610

103

105

121

110

120

123

125

126

201

100

200

203

205

206

207

210

331

340

2775

2773

2801

2771

2771 Building 200

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49

51

326

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26

28

24

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317

2215

2213

2211

2209

2207

2135

2133

2131

2129

213

DECKER CT

Driveway

STEEL RD

HOOPER RD


SECURITY CT

Driveway

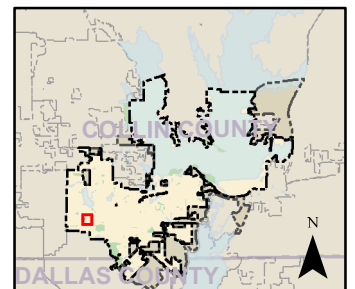
Driveway

CAPITAL ST

N

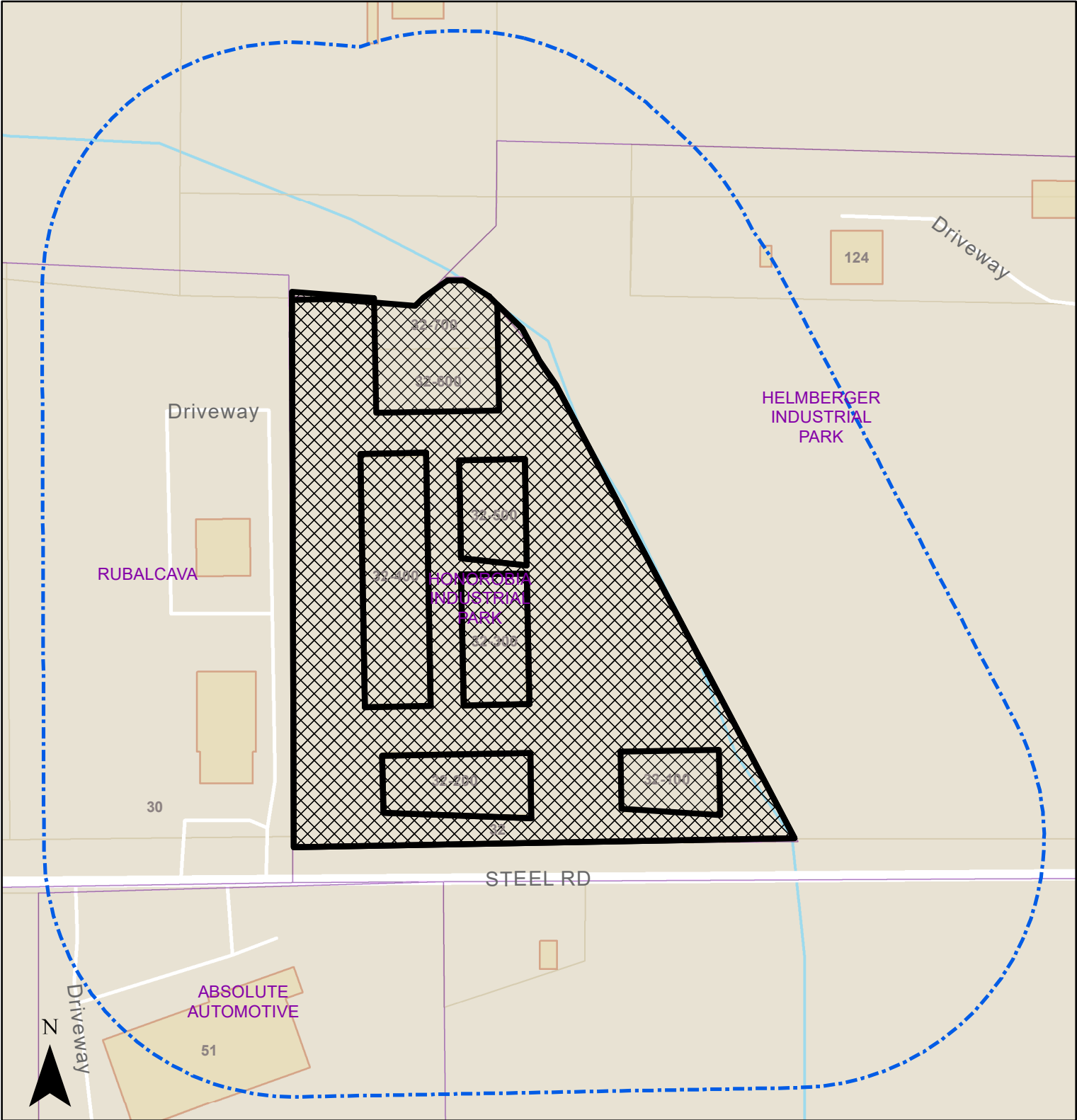


A horizontal number line representing distance in feet. The line starts at 0 and ends at 1,040. Major tick marks are labeled at 0, 130, 260, 520, 780, and 1,040. There are 13 equal intervals between the major tick marks, with 12 minor tick marks between each pair of major tick marks.

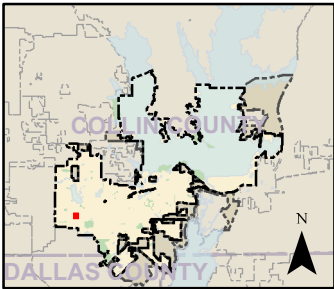
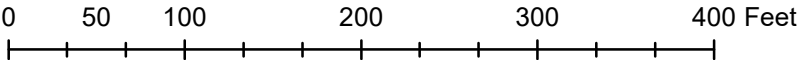
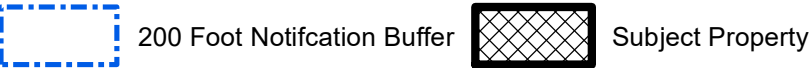




# Notification Map



ZC 2020-16



## PUBLIC COMMENT FORM

(Please type or use black ink)

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



I am **FOR** the requested zoning as explained on the attached public notice for Zoning Case #2020-16.



I am **AGAINST** the requested zoning as explained on the attached public notice for Zoning Case #2020-16.

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

Date, Location & Time of  
Planning & Zoning  
Commission meeting:

Tuesday, December 15, 2020 6:00 pm  
Municipal Complex, 300 Country Club Road, Building 100, Wylie, Texas

Date, Location & Time of  
City Council meeting:

Tuesday, January 12, 2021 6:00 pm  
Municipal Complex, 300 Country Club Road, Building 100, Wylie, Texas

Name:

JOE HELMBERGER, TRUSTEE, HELMBERGER FAMILY  
(please print) BEAUCARNE TRUST

Address:

315 HOUSTON ST.  
FARMERSVILLE, TX 75442

Signature:

[Signature]

Date:

12/1/2020

### COMMENTS:

THE TRUST OWNS THE PROPERTY ADJACENT TO THE PROPERTY NOTICED.  
(LOT 2R, HELMBERGER INDUSTRIAL PARK)

WE ARE 100% IN FAVOR OF THIS ZONING CASE.

## PUBLIC COMMENT FORM

(Please type or use black ink)

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



I am **FOR** the requested zoning as explained on the attached public notice for Zoning Case #2020-16.

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Municipal Complex, 300 Country Club Road, Building 100, Wylie, Texas

Date, Location & Time of  
City Council meeting:

Tuesday, January 12, 2021 6:00 pm  
Municipal Complex, 300 Country Club Road, Building 100, Wylie, Texas

Name:

(please print)

Kevin Wyrick

Address:

124 Hooper Rd

Wylie, TX 75078

Signature:

*Kevin Wyrick*

Date:

11-27-20

COMMENTS:

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# Wylie City Council

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## AGENDA REPORT

<b>Meeting Date:</b>	<u>January 12, 2021</u>	<b>Item Number:</b>	<u>5</u>
<b>Department:</b>	<u>Public Works</u>		<i>(City Secretary's Use Only)</i>
<b>Prepared By:</b>	<u>Tim Porter</u>	<b>Account Code:</b>	<u>613-5723-58110</u>
<b>Date Prepared:</b>	<u>January 4, 2021</u>	<b>Exhibits:</b>	<u>Resolution</u>

### Subject

Hold a Public Hearing, consider, and take action on Resolution No. 2021-01(R) authorizing the use of eminent domain to condemn and determining a public necessity exists to acquire certain property for public use by eminent domain (in fee simple) for the construction, expansion, access, repair, maintenance and replacement of the Ballard Avenue Elevated Water Storage Tank and all appurtenances related thereto; giving notice of an official determination to acquire certain property for public use by eminent domain (in fee simple) for the construction, expansion, access, repair, maintenance and replacement of the Ballard Avenue Elevated Water Storage Tank and all appurtenances related thereto; authorizing the City Manager of the City of Wylie, Texas, to establish procedures for acquiring the property (in fee simple), to offer to acquire said property rights, voluntarily, from the landowner(s) through the making of bona fide offers; appropriating funds; providing for repealing, savings and severability clauses; and providing for an effective date.

### Recommendation

If the City Council desires to approve this item, the form of the motion is required by statute to be made as follows: "I move that the City Council of the City of Wylie, Texas authorize the use of the power of eminent domain to acquire property in fee simple located in the area described and depicted in Exhibit A to the resolution under consideration by the City Council, for the purpose of the construction, expansion, access, repair, maintenance and replacement of the Ballard Avenue Elevated Water Storage Tank and all appurtenances related thereto."

### Discussion

To continue design of the Ballard Avenue Elevated Water Tank project, a property parcel is required. Approval of the Resolution authorizes the City Manager to proceed with acquisition of the parcel, allowing geotechnical borings to be performed on the site and design services to continue. The project, including property acquisition is financed by 2017 Bond Funds and Utility Impact Funds.

**RESOLUTION NO. 2021-01(R)**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WYLIE, TEXAS, DETERMINING A PUBLIC NECESSITY TO ACQUIRE CERTAIN FOR PUBLIC USE BY EMINENT DOMAIN (IN FEE SIMPLE) FOR THE CONSTRUCTION, EXPANSION, ACCESS, REPAIR, MAINTENANCE AND REPLACEMENT OF THE BALLARD AVENUE ELEVATED WATER STORAGE TANK; GIVING NOTICE OF AN OFFICIAL DETERMINATION TO ACQUIRE CERTAIN FOR PUBLIC USE BY EMINENT DOMAIN (IN FEE SIMPLE) FOR THE CONSTRUCTION, EXPANSION, ACCESS, REPAIR, MAINTENANCE AND REPLACEMENT OF THE BALLARD AVENUE ELEVATED WATER STORAGE TANK; AUTHORIZING THE CITY MANAGER OF THE CITY OF WYLIE, TEXAS, TO ESTABLISH PROCEDURES FOR ACQUIRING THE PROPERTY (IN FEE SIMPLE), OFFERING TO ACQUIRE SAID PROPERTY RIGHTS, VOLUNTARILY, FROM THE LANDOWNER(S) THROUGH THE MAKING OF A BONA FIDE OFFER; APPROPRIATING FUNDS; PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES; AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the City Council of the City of Wylie, Texas (“City Council”) has investigated and determined that there is a public necessity for the acquisition, by eminent domain, of certain parcels (in fee simple) and related improvements on the real property described and depicted in Exhibit A, which attached hereto and incorporated herein for all purposes (the “Property”); and

WHEREAS, it is the intent of the City of Wylie, Texas (“Wylie”) to acquire the necessary Property for the purpose of, among other things, the construction, expansion, access, repair, maintenance and replacement of and/or improvements to public facilities; specifically, the construction of and/or improvements to the Ballard Avenue Elevated Water Storage Tank (the “Project”) for the purposes of, among other things, erecting a new tank structure; and

WHEREAS, the City Council finds that the descriptions of the Property to be acquired by eminent domain for the Project, which are attached hereto in Exhibit A, comply with Chapter 2206 of the Texas Government Code, as amended (“Chapter 2206”), in that the same provides owners of the Property reasonable notice that the owners’ Property may be subject to condemnation proceedings during the planning or construction of the Project; and

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

WHEREAS, it is necessary to establish procedures for determining the establishment and approval of just compensation for the Property to be acquired by eminent domain for the Project; and

WHEREAS, there may be improvements located on the Property acquired for the Project and such improvements may be required to be moved prior to the beginning of the Project; and

Resolution No. 2021-01(R) Authorizing the Acquisition of Property by Eminent Domain for the Ballard Avenue Elevated Water Storage Tank

WHEREAS, the City Manager, or his designee (“City Manager”), is required to make a bona fide offer, as defined by and in compliance with Section 21.0113 of the Texas Property Code (“Bona Fide Offer”) to acquire the Property for public use, voluntarily, from the subject landowner(s) prior to moving forward with acquisition by eminent domain; and

WHEREAS, the City Council has investigated and determined that the passage of this Resolution complies with Chapter 2206 and other applicable laws.

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

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

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

SECTION 3: Authority of City Manager/Bona Fide Offer. The City Manager is hereby authorized to contract, on behalf of the City Council, with professional appraisers for appraisal services and with attorneys for preparation of title opinions needed by Wylie from time to time in connection with the acquisition of the Property for the purpose of, among other things, the construction, access, repair, maintenance and replacement of and/or improvements to the Project. The City Council hereby ratifies any contracts entered into, prior to the effective date of this Resolution, by the City Manager with professional appraisers for appraisal services and with attorneys for preparation of title opinions needed for the acquisition of the Property. To this end, the City Manager shall negotiate and make a Bona Fide Offer to acquire the Property from the subject landowner(s) voluntarily. Should one or more of the landowners fail to provide the Property voluntarily in response to said Bona Fide Offer, the City Manager is authorized to move forward with acquiring the Property by eminent domain.

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

SECTION 5: Authority to Make an Offer. Upon establishment and approval by the City Manager of the amount of just compensation for the acquisition of the Property, the City Manager is authorized to negotiate the acquisition of the Property and to send a written Bona Fide Offer to

the landowner(s) of said Property for the acquisition of said Property at the full amount determined and established to be just compensation therefore, and to negotiate with said landowner(s) on behalf of Wylie to acquire the Property voluntarily.

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

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

**SECTION 8: Eminent Domain Authorized.** Should the City Manager be unable to acquire the Property voluntarily from the landowner(s), through the making of a Bona Fide Offer, the City Manager is authorized to direct the law firm of Abernathy, Roeder, Boyd & Hullett, P.C., to commence eminent domain proceedings for the acquisition of the Property for the Project.

**SECTION 9: Source of Funds.** The amount to be paid, if any, for acquiring the Property for the Project will be appropriated from any lawful source.

**SECTION 10: Savings/Repealing.** All provisions of any resolution in conflict with this Resolution are hereby repealed to the extent they are in conflict. Any remaining portion of conflicting resolutions shall remain in full force and effect.

**SECTION 11: Severability.** Should any section, subsection, sentence, clause or phrase of this Resolution be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Resolution shall remain in full force and effect. The City Council hereby declares that it would have passed this Resolution, and each section, subsection, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases be declared unconstitutional or invalid.

**SECTION 12: Effective Date.** This Resolution shall take effect immediately from and after its passage.

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF WYLIE, TEXAS,** on this 12th day of January, 2021.

*[The remainder of this page intentionally left blank.]*



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Matthew Porter, Mayor

**ATTEST:**

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Stephanie Storm, City Secretary

*Dates of Publication:* January 20, 2021 in the Wylie News

## **Exhibit A**

**EXHIBIT "A"**

**FIELD NOTE DESCRIPTION  
1.221 ACRE LAND ACQUISITION  
FOR PROPOSED BALLARD ELEVATED STORAGE TANK SITE  
CITY OF WYLIE, TEXAS**

Being a 1.221 acre tract of land to be acquired for the proposed Ballard Elevated Storage Tank Site, said tract being situated in the Allen Atterberry Survey, Abstract Number 23, in the City of Wylie, Collin County, Texas and being a part of Lot 2, Alanis Addition, an Addition to the City of Wylie according to the plat thereof recorded in Cabinet P, Slide 287, of the Map Records of Collin County, Texas (P.R.C.C.T.), and being proposed Lot 3 of Alanis Addition, Replat (not yet filed) and also being part of a called 3.074 acre tract of land conveyed to Stepping Stones Group LLP, by deed recorded in Volume 5559, Page 1945 of the Deed Records of Collin County, Texas (D.R.C.C.T.), said tract of land being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod found for corner, said iron rod being on the northwest property corner of said 3.074 acre Lot 2, Alanis Addition tract, and being on the northeast property corner of a called 1.5 acre tract, conveyed to the City of Wylie by deed recorded in Volume 1053, Page 876, D.R.C.C.T., and also being on the south property line of Southplace Estates, Phase VI, a called 10.122 acre Addition to the City of Wylie according to the plat thereof recorded in Cabinet Q, Slide 411, P.R.C.C.T.;

THENCE, S 89°36'45" E (Record Bearing N 89°57'40" E), along the north property line of said 3.074 acre Lot 2, Alanis Addition tract, and also being along the south property line of said 10.122 acre Southplace Estates, Phase IV tract, a distance of 241.43 feet to a 1/2-inch iron rod found for corner, said iron rod found being on the northeast property corner of said 3.074 acre Lot 2, Alanis Addition tract, and also being the northwest property corner of Twin Lakes Phase II, a called 34.639 acre Addition to the City of Wylie according to the plat thereof recorded in Cabinet L, Page 321, P.R.C.C.T, and also being on the south property line of said 10.122 acre Southplace Estates tract;

THENCE, S 00°29'54" W, along the east property line of said 3.074 acre Lot 2, Alanis Addition tract, and being along the west property line of said 34.639 acre Twin Lakes Addition tract, a distance of 220.47 feet to a 1/2-inch iron rod set with yellow cap stamped "BH&C" for corner;

THENCE, N 89°30'06" W, departing the east property line of said 3.074 acre Lot 2, Alanis Addition tract, a distance of 241.40 feet to a point for corner, said point being on the west property line of said 3.074 acre Lot 2, Alanis Addition tract, said point also bearing S 87°55'55" E, a distance of 0.19 feet, from a PK Nail found in concrete;

## EXHIBIT "A"

THENCE, N 00°29'28" E (Record Bearing N 00°00'00" E), along the west property line of said 3.074 acre Lot 2, Alanis Addition tract, and also being along the east property line of said 1.5 acre City of Wylie tract, a distance of 220.00 feet to the POINT OF BEGINNING, said tract containing 1.221 acres (53,168 square feet) of land, more or less.

### Notes:

1. Bearings and distances cited in this field note description are based on the Texas State Plane Coordinate System, NAD-83, Texas North Central Zone 4202.
2. Selling a portion of an addition by metes and bounds is a violation of city subdivision ordinance and state platting statutes. This document shall not be filed for record prior to approval and filing of the necessary replat.
3. This document has been prepared to support the City in securing an appraisal of property to be acquired.
4. Field survey concluded on 12/01/2020.
5. A Land Acquisition Plat of even date herewith accompanies this Field Note Description.

Derek B. Chaney, P.E., R.P.L.S.  
Texas Registration No. 6523  
Birkhoff, Hendricks & Carter, L.L.P.  
TBPLS Firm No. 100318-00  
11910 Greenville Ave., Suite 600  
Dallas, Texas 75243  
Phone: 214-361-7900



*D.B.C.*  
*12/10/20*



LOT 1

LOT 2

LOT 3

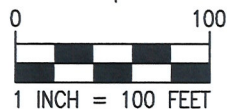
LOT 4

LOT 5

LOT 6

LOT 7

LOT 8

POINT OF  
BEGINNINGALLEN ATTERBERRY  
SURVEY  
ABSTRACT 23CITY OF WYLIE  
VOL. 1053, PG. 876  
1.5 ACRESLOT 1, ALANIS ADDITION  
CAB. P, SLIDE 287  
1.888 ACRES

**LEGEND**  
 I.R.F. IRON ROD FOUND  
 I.R.F.C. IRON ROD FOUND W/ CAP  
 I.R.S.C. IRON ROD SET W/ YELLOW  
 CAP STAMPED "BH&C"

## NOTES:

- BEARINGS AND DISTANCES CITED IN THIS PLAT DESCRIPTION ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD-83, TEXAS NORTH CENTRAL ZONE 4202.
- SELLING A PORTION OF AN ADDITION BY METES AND BOUND IS A VIOLATION OF CITY SUBDIVISION ORDINANCE AND STATE PLATTING STATUTES. THIS DOCUMENT SHALL NOT BE FILED FOR RECORD PRIOR TO APPROVAL AND FILING OF THE NECESSARY REPLAT.
- THIS DOCUMENT HAS BEEN PREPARED TO SUPPORT THE CITY IN SECURING AN APPRAISAL OF PROPERTY TO BE ACQUIRED.
- FIELD SURVEYS CONCLUDED ON 12/01/20.
- A FIELD NOTE DESCRIPTION OF EVEN DATE HERewith ACCOMPANIES THIS EXHIBIT.

PROPOSED LOT 3,  
ALANIS ADDITION REPLAT  
(NOT YET FILED)BEING 1.221 ACRES OUT  
OF LOT 2, 3.074 ACRES  
CAB. P, SLIDE 28750' LONE STAR  
GAS COMPANY ESMT.  
VOL. 3260, PG 974REMAINDER OF LOT 2,  
ALANIS ADDITION  
CAB. P, SLIDE 287  
BEING 1.853 ACRE PROPOSED  
LOT 2R, ALANIS ADDITION REPLAT  
(NOT YET FILED)

*[Signature]*  
12/10/20

SOUTHPLACE ESTATES PHASE VI

CAB. Q, SLIDE 411

CHAIN LINK  
FENCE

1/2" I.R.F.C.

LOT 7

1/2" I.R.F.C.

LOT 7

WOOD FENCE  
LINE

LOT 6

TWIN LAKES PHASE II  
CAB. L, PAGE 321

1/2" I.R.F.C.

LOT 5

1/2" I.R.F.C.

LOT 4

CITY OF WYLIE, TEXAS

PROPOSED LOT 3,  
ALANIS ADDITION REPLAT  
1.221 ACRES OUT OF LOT 2

BIRKHOFF, HENDRICKS &amp; CARTER, L.L.P.

PROFESSIONAL ENGINEERS

TBPE Firm No. 526; TBPLS Firm No. 10031800

11910 Greenville Ave., Suite 600 Dallas, Texas 75243 (214) 361-7900

DECEMBER

2020



# Wylie City Council

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## AGENDA REPORT

<b>Meeting Date:</b>	<u>January 12, 2021</u>	<b>Item Number:</b>	<u>WS 1</u>
<b>Department:</b>	<u>Planning</u>		<i>(City Secretary's Use Only)</i>
<b>Prepared By:</b>	<u>Jasen Haskins, AICP</u>	<b>Account Code:</b>	<u></u>
<b>Date Prepared:</b>	<u>December 30, 2020</u>	<b>Exhibits:</b>	<u>1</u>

### Subject

Hold a Work Session to discuss an update to the Comprehensive Development Plan.

### Recommendation

Direction.

### Discussion

The City of Wylie's Comprehensive Master Plan was last updated in 2012. That plan focused on managing the shift from an extremely fast-growing Wylie to *relatively* slower population growth with increased commercial development/redevelopment.

That plan has served Wylie well, as evidenced by Wylie being named to several "best places" lists, the City's continued growth, increasing property values, and high quality of life.

However, after almost a decade it is time to consider an update to reflect the future of Wylie for the next decade and beyond. An updated comp plan may need to address continued commercial development, residential redevelopment, affordable housing, aging infrastructure, and other opportunities and challenges of a maturing community, along with incorporating updated plans for city parks and the downtown area.

Staff is seeking direction on the focus and extent of the update.



# Comp Plan Joint Work Session

# Comprehensive Plan

“...official statement of a legislative body of a local government that sets forth goals, policies, and guidelines intended to direct the present and future physical, social, and economic development that occurs within its planning jurisdiction.”

- Chapter 213 of Texas Local Government Code
- Article IX of City Charter

In general terms, the comp plan guides land use policy and decisions



# Comprehensive Plan



Last updated 2012 - Focus on transition from extreme population growth to slower growth with increased commercial development.

- General land use (zoning)
- Capital Improvement Plan (transportation)
- Natural Resources
- Parks and Recreation
- Special Districts (Downtown and South Ballard)
- Economic Development
- Hazard Mitigation

# Comprehensive Plan

An updated comp plan should focus on the next transitions and direct Wylie for the next decade and beyond.

Staff has been working on aspects of the Plan:

- Limited greenspace, zoning and land use
- Redevelopment/improvement
- Affordable housing
- Demographics (awaiting release of 2020 Census data)
- Advancing Technology
- Capital Improvement Plan
- Infrastructure survey
- Parks Master Plan
- Downtown Historic District (awaiting finalized City/NCTCOG plan )
- Lakefront plan
- “Planning the Plan”

# Comprehensive Plan



Guidance needs:

- Move forward?
- Extent? Minor update? Complete rewrite?
- Funding? Mid-year? Next fiscal year?

# Planning Staff

## Planning Manager

- [jasen.haskins@wylietexas.gov](mailto:jasen.haskins@wylietexas.gov)
- 972-516-6324

## Senior Planner

- [kevin.molina@wylietexas.gov](mailto:kevin.molina@wylietexas.gov)
- 972-516-6323

## Administrative Assistant

- [mary.bradley@wylietexas.gov](mailto:mary.bradley@wylietexas.gov)
- 972-516-6320





# Wylie City Council

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## AGENDA REPORT

<b>Meeting Date:</b>	<u>January 12, 2021</u>	<b>Item Number:</b>	<u>WS 2</u>
<b>Department:</b>	<u>Planning</u>		<i>(City Secretary's Use Only)</i>
<b>Prepared By:</b>	<u>Jasen Haskins, AICP</u>	<b>Account Code:</b>	<u></u>
<b>Date Prepared:</b>	<u>January 1, 2020</u>	<b>Exhibits:</b>	<u>1</u>

### Subject

Hold a Work Session to discuss various allowed uses and the applicability of Special Use Permits.

### Recommendation

Direction.

### Discussion

The Zoning Ordinance allows for, and in some cases requires, a Special Use Permit “*for developing certain uses in a manner in which the proposed use will be compatible with adjacent property and consistent with the character of the neighborhood. Special use permits are required where site specific impacts may exist that require additional review to ensure compatibility between uses.*”

In more general terms, a SUP may be required when a use may adversely affect the health, safety, or welfare of the City or its citizens.

As commercial development continues with Wylie nearing build out, reclassifying certain current ‘by-right’ uses as ‘special use permit’ may be beneficial to the City.

Staff is seeking direction on the application of Special Use Permits within the Zoning Ordinance.



# Work Session Special Use Permits

# Special Use Permits

*“The Special Use Permit provides a means for developing certain uses in a manner in which the proposed use will be compatible with adjacent property and consistent with the character of the neighborhood. Special use permits are required where site specific impacts may exist that require additional review to ensure compatibility between uses.”*

In more general terms, a SUP may be required when a use may adversely affect the health, safety, or welfare of the City or its citizens.

Required in certain zoning districts  
Allow compatible uses in other districts

# Special Use Permits



Current required SUPs include;

- uses that generally involve extensive outdoor activities (ex. animal kennels and equipment rentals)
- uses that may not always be compatible with the adjacent properties (ex. bed and breakfast)
- uses that may have adverse effects (ex pawn shops and alternative financial institutions)
- and uses that may be difficult to redevelop and result in blight if the business fails (ex. car washes and minor automotive)



# Special Use Permits

Rapid commercial development and dwindling available commercial land may suggest reclassifying some uses from 'by-right' to 'special use permit'

Staff is seeking direction on the application of Special Use Permits within the Zoning Ordinance

- Add SUP requirement to some uses in CR zoning districts where SUP is required in NS
- Add SUP requirement to some uses in CC zoning districts where SUP is required in NS
- Add SUP requirement to some uses in CR zoning districts for challenging redevelopment uses
- Add SUP requirement to some uses in CC zoning districts for challenging redevelopment uses

# Planning Staff

## Planning Manager

- [jasen.haskins@wylietexas.gov](mailto:jasen.haskins@wylietexas.gov)
- 972-516-6324

## Senior Planner

- [kevin.molina@wylietexas.gov](mailto:kevin.molina@wylietexas.gov)
- 972-516-6323

## Administrative Assistant

- [mary.bradley@wylietexas.gov](mailto:mary.bradley@wylietexas.gov)
- 972-516-6320



# Wylie City Council

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## AGENDA REPORT

**Meeting Date:** January 12, 2021  
**Department:** \_\_\_\_\_  
**Prepared By:** \_\_\_\_\_  
**Date Prepared:** December 23, 2020

**Item Number:** WS 3  
*(City Secretary's Use Only)*  
**Account Code:** \_\_\_\_\_  
**Exhibits:** \_\_\_\_\_

### Subject

Discuss sewer rates at senior living communities.

### Recommendation

### Discussion