

# Wylie City Council Regular Meeting

April 27, 2021 – 6:00 PM

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



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## CALL TO ORDER

## INVOCATION & PLEDGE OF ALLEGIANCE

Theresa Evetts, First Baptist Wylie

## PRESENTATIONS

PR1. Presentation for Jr. Mayor.

PR2. Proclamation declaring May 9-15, 2021 as National Police Week.

PR3. Proclamation declaring May 2-8, 2021 as Small Business Week.

PR4. Proclamation declaring May 2021 as Building Safety Month.

PR5. Proclamation declaring May 16-22, 2021 as National Public Works Week.

PR6. Wylie Way Students

## COMMENTS ON NON-AGENDA ITEMS

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

## CONSENT AGENDA

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

- A. Consider, and act upon, approval of April 13, 2021 Regular City Council Meeting minutes.
- B. Consider, and act upon, a Final Plat for Woodbridge Phase 22A, to establish 86 residential and two open space lots on 23.993 acres, property generally located on Hensley Lane and Springwell Parkway.
- C. Consider, and act upon, a Final Plat for Woodbridge Phase 22B, to establish 62 residential and one open space lots on 14.149 acres, property generally located north of Hensley Lane approximately 1200' west of Springwell Parkway.
- D. Consider, and act upon, a Final Plat for Woodbridge Phase 22C, to establish 67 residential and two open space lots on 18.056 acres, property generally located on Springwell Parkway approximately 800' north of Hensley Lane.

- E. Consider, and act upon, a Preliminary Plat for Manors at Woodbridge, to establish 90 residential and six open space lots on 12.818 acres, property generally located on Woodbridge Parkway approximately 900' south of Hensley Lane.
- F. Consider, and act upon, a Final Plat for Inspiration Phase 2B, being a replat of Inspiration 2B lots 12R2, 13XR2, and 20XR, to establish one residential and two open space lots on 1.226 acres, property generally located on Tenacity Drive at Legendary Reef Way in the City of Wylie's Extraterritorial Jurisdiction.
- G. Consider, and act upon, a Final Plat for Inspiration Phase 6, being a replat of Inspiration 6 Lot 2XR, to establish one open space lot on 2.021 acres, property generally located on Huffines Boulevard at Miracle Mile in the City of Wylie's Extraterritorial Jurisdiction.
- H. Consider, and act upon, the award of a Job Order Contracting Project Order (JOCPO) #W2021-40-I for the Remodel of Fire Station 2 Kitchen and Day Room to ERC Inc., in the estimated amount of \$48,716.72 and authorizing the City Manager to execute any necessary documents.
- I. Consider, and act upon, Ordinance No. 2021-23, amending Wylie's Code of Ordinances No. 2021-17, as amended, Chapter 26 (Businesses), Article II (Garage and Yard Sales), Section 26-23 (Permit Required); removing requirement to obtain a garage sale permit; providing a savings/repealing clause, severability clause and an effective date.
- J. Consider, and place on file, the monthly Revenue and Expenditure Report for the Wylie Economic Development Corporation as of March 31, 2021.
- K. Consider, and act upon, the approval of the purchase of a monument sign from Casteel & Associates, Inc. in the estimated amount of \$62,554.00 through a cooperative purchasing contract with the Texas Association of Schools Boards Buy Board, and authorizing the City Manager to execute any necessary documents.
- L. Consider, and place on file, the City of Wylie Monthly Investment Report for March 31, 2021.
- M. Consider, and place on file, the City of Wylie Monthly Revenue and Expenditure Report for March 31, 2021.
- N. Consider, and act upon, Resolution No. 2021-09(R), to ratify the emergency purchase of materials and labor for the repairs of the stormwater drainage culvert pipe, and associated soil erosion and road repairs for 6100 Pleasant Valley Road from Moss Utilities, LLC, in the estimated amount of \$67,000.00, and authorizing the City Manager to execute any necessary documents.

## **WORK SESSION**

WS1. Lake Lavon Study – Joint work session with Parks and Recreation Board.

## **REGULAR AGENDA**

- 1. Hold a Public Hearing, consider, and act upon, a change of zoning from Agricultural District (AG/30) to Planned Development - Townhouse District (PD-TH), to allow for single family attached residential development on 1.83 acres, generally located at the southwest corner of Brown Street and W.A. Allen Boulevard. (ZC2021-10)
- 2. Consider, and act upon, the award of a professional services project order (PSPO) #W2021-62-E for the 2021-2022 update of the Comprehensive Plan for the City of Wylie to Freese and Nichols, Inc., in the amount of \$149,000.00 and authorizing the City Manager to execute any necessary documents.

- [3.](#) Consider, and act upon, Ordinance No. 2021-24 amending Ordinance No. 2020-44, which established the budget for fiscal year 2020-2021; providing for repealing, savings and severability clauses; and providing for an effective date of this ordinance.
- [4.](#) Consider, and act upon, the approval of a Fire Protection Agreement between the City of Wylie, Texas and Inspiration Residential Association, Inc. and authorizing the City Manager to execute any necessary documents.
- [5.](#) Consider, and act upon, Ordinance No. 2021-25 of the City Council of the City of Wylie, Texas, amending Wylie's Code of Ordinances, Ordinance No. 2021-17, as amended, Chapter 10 (Alcoholic Beverages), Article II (Possession and Consumption in Public Places); modifying regulations on the possession and consumption of alcoholic beverages in public places; providing a repealing clause, a severability clause, a penalty clause and an effective date.
- [6.](#) Consider, and act upon, Resolution No. 2021-10(R), approving a Chapter 380 Agreement between the City of Wylie and Hillside Grill, LLC, and authorizing the City Manager to execute the Chapter 380 Agreement.
- [7.](#) Hold a Public Hearing, consider, and act upon, a change of zoning to amend PD 2018-05, to allow for additional multi-family residential development in lieu of commercial development on 15.72 acres, generally located on the Northwest Corner of Westgate Way and State Highway 78. (ZC2021-09)

## **WORK SESSION**

[WS2.](#) Human Resources Department Presentation.

## **RECONVENE INTO REGULAR SESSION**

## **EXECUTIVE SESSION**

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

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

ES1. Consider the sale or acquisition of properties located at FM 544 and Cooper, State Hwy. 78 and Birmingham, State Hwy. 78 and Brown.

ES2. Properties adjacent to McMillen Rd. between McCreary Rd. and Country Club Rd.

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

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

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

ES3. Deliberation regarding commercial or financial information that the WEDC has received from a business prospect and to discuss the offer of incentives for Projects: 2017-10a, 2020-11b, 2021-1f, 2021-2b, and 2021-4a.

## **RECONVENE INTO OPEN SESSION**

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

## **READING OF ORDINANCES**

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

## **ADJOURNMENT**

## **CERTIFICATION**

I certify that this Notice of Meeting was posted on April 23, 2021 at 5:00 p.m. on the outside bulletin board at Wylie City Hall, 300 Country Club Road, Building 100, Wylie, Texas, a place convenient and readily accessible to the public at all times.

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*Stephanie Storm, City Secretary*

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*Date Notice Removed*

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

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

Texas Government Code Section:

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





# Wylie City Council

## AGENDA REPORT

Department: City Secretary  
Prepared By: Stephanie Storm

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

### Subject

Consider, and act upon, approval of April 13, 2021 Regular City Council Meeting minutes.

### Recommendation

A motion to approve the April 13, 2021 Regular City Council Meeting minutes.

### Discussion

The minutes are attached for your consideration.



# Wylie City Council

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## Minutes

### Regular Meeting

April 13, 2021 – 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, Councilwoman Candy Arrington, Councilman Timothy T. Wallis, and Councilman Garrett Mize.

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

### INVOCATION & PLEDGE OF ALLEGIANCE

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

### PRESENTATIONS

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#### **PR1. Wylie Way Students.**

Mayor Porter and David Vinson, WISD School Superintendent, presented medallions to students demonstrating “Shining the Wylie Way.” Each nine weeks one student from each WISD campus is chosen as the “Wylie Way Student.”

#### **PR2. Proclamation declaring April 11-17, 2021 as National Public Safety Telecommunicator Week.**

Mayor Porter presented a proclamation proclaiming April 11-17, 2021 as National Public Safety Telecommunicator Week in Wylie, Texas. Telecommunication staff was present to accept the Proclamation.

#### **PR3. Proclamation declaring April 4-10, 2021 National Library Week.**

Mayor Porter presented a proclamation proclaiming April 4-10, 2021 as National Library Week in Wylie, Texas. Library staff and board members were present to accept the Proclamation.

**PR4. Proclamation declaring April 11-17, 2021 Animal Services Officer Appreciation Week.**

Mayor Porter presented a proclamation proclaiming April 11-17, 2021 Animal Services Officer Appreciation Week in Wylie, Texas. Animal Service staff were present to accept the Proclamation.

**PR5. Proclamation declaring April 18-24, 2021 National Crime Victims' Rights Week.**

Mayor Porter presented a proclamation proclaiming April 18-24, 2021 National Crime Victims' Rights Week in Wylie, Texas. Kisha Voss, Crime Victim Advocate, was present to accept the Proclamation.

**CITIZEN COMMENTS ON NON-AGENDA ITEMS**

There were no citizens present wishing to address the Council.

**CONSENT AGENDA**

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

- A. Consider, and act upon, approval of March 23, 2021 Regular City Council Meeting minutes.
- B. Consider, and act upon, accepting the updated Meeting Room Policy for the Rita and Truett Smith Library.
- C. Consider, and act upon, a Final Plat for Lot 1 of Schreiber Addition, establishing one lot on 6.885 acres located in the ETJ at 2875 Vinson Road.
- D. Consider, and act upon, Ordinance No. 2021-18, amending Zoning Ordinance (2006-04), Article 5, Use Regulations, as it relates to permanent, accessory, and temporary uses for Food Trucks and Farmers Markets. (ZC 2021-06).
- E. Consider, and act upon, Ordinance No. 2021-19, amending Zoning Ordinance (2006-04) Article 5, Sections 5.2.E.9 and 5.2.F.19 Listed Uses, as they relate to the Massage Establishments (ZC 2021-07).
- F. Consider, and act upon, Ordinance No. 2021-20, amending Zoning Ordinance (2006-04), Sections 5.1 Land Use Charts and 5.2 Listed Uses, as they relate to requiring Special Use Permits for certain uses currently allowed by right (ZC 2021-05).
- G. Consider, and act upon, Ordinance No. 2021-21 amending Wylie's Code of Ordinances, Ordinance No. 2021-17, as amended, Chapter 78 (Parks and Recreation) to add Article IX (Cemeteries); Establishing a Cemetery Advisory Board.
- H. Consider, and place on file, the monthly Revenue and Expenditure Report for the Wylie Economic Development Corporation as of February 28, 2021.
- I. Consider, and place on file, the Animal Shelter Advisory Board report to City Council regarding the meeting held on March 23, 2021.
- J. Consider, and act upon, Ordinance No. 2021-22 amending Wylie's Code of Ordinances, Ordinance No. 2021-17, as amended, Chapter 18 (Animals); prescribing regulations to ensure the health and humane treatment of animals and the public; defining terms; establishing regulations of animals, dogs and cats, dangerous dogs and rabies control; providing for an animal shelter

**advisory board; providing a savings/repealing clause, severability clause, penalty clause and an effective date; and providing for the publication of the caption hereof.**

- K. Consider, and act upon, the approval of the purchase of Tires and Installation Services for Fleet Vehicles from Just Tires (Goodyear, Murphy), Graham Truck & Tire Center, Blagg Tires, Southern Tire Mark, and T&W Tire in the estimated amount of \$50,000 through an interlocal purchasing agreement with the Collin County Governmental Purchasers Forum, and authorizing the City Manager to execute any necessary documents.**

Mayor Porter requested Item B and G be pulled from Consent Agenda and considered individually. Councilman Mize requested Item J be pulled from Consent Agenda and considered individually.

### **Council Action**

A motion was made by Councilman Mize, seconded by Councilman Strang, to approve Consent Agenda Items A-K, except Items B, G, and J, as presented. A vote was taken and motion passed 7-0.

## **REGULAR AGENDA**

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- 3. Consider, and act upon, the appointment of a board member to the North Texas Municipal Water District (NTMWD) Board to fill an expired term of June 1, 2021 to May 31, 2023.**

### **Council Comments**

Mayor Porter stated Keith Stephens is currently serving in this role, would like to continue serving, and is currently serving on the Executive Search Committee. Stephens stated he also serves as Vice Chair on the Water Committee and also serves on the Legislative Committee and expressed willingness to continue to serve.

### **Council Action**

A motion was made by Mayor *pro tem* Forrester, seconded by Councilwoman Arrington, to appoint Keith Stephens to the North Texas Municipal Water District (NTMWD) Board of Directors for a term to begin June 1, 2021 and end May 31, 2023. A vote was taken and motion passed 7-0.

- B. Consider, and act upon, accepting the updated Meeting Room Policy for the Rita and Truett Smith Library.**

### **Council Comments**

Mayor Porter asked Library Director Barrera for an overview on the proposed changes to the Meeting Room Policy, and asked what the long-term plan for the room is.

### **Staff Comments**

Barrera addressed Council stating there are two main changes proposed. The first change would not allow social gatherings for the reasons that the room is not equipped to hold these types of events and the close proximity of the Recreation Center which does have the ability to hold these types of events. The second change would not allow the room to be utilized for political partisan events or a protest of a cause for the reason that the Library is a community space and should remain neutral and inviting to everyone in the community.

Barrera stated regarding the use of the room, some of the ways it is currently utilized include Library programs, organization use, and City meetings/training. Barrera stated for future use she has ideas regarding remodeling and use of the room.

**Council Action**

A motion was made by Councilman Strang, seconded by Councilman Wallis, to accept the updated Meeting Room Policy for the Rita and Truett Smith Library. A vote was taken and motion passed 7-0.

- G. Consider, and act upon, Ordinance No. 2021-21 amending Wylie's Code of Ordinances, Ordinance No. 2021-17, as amended, Chapter 78 (Parks and Recreation) to add Article IX (Cemeteries); Establishing a Cemetery Advisory Board.**

**Council Comments**

Mayor Porter asked Assistant City Manager Ollie for highlights, board requirements, and timelines for the Cemetery Advisory Board. Mayor *pro tem* Forrester asked about the staggering of the membership and if the term limits would apply.

**Staff Comments**

Assistant City Manager Ollie addressed Council stating this board would consider improvements and plot costs, would be an advisory board to Council, and would have the same term limits as the other Boards. The board member would not have to be a City resident, but would have to be a registered voter. Ollie stated the membership would be staggered so that the first Board appointed, three members shall serve one-year terms and four members shall serve two-year terms and the term limits would not apply until they serve a full two-year term.

**Council Action**

A motion was made by Councilman Strang, seconded by Mayor *pro tem* Forrester, to approve Ordinance No. 2021-21 amending Wylie's Code of Ordinances, Ordinance No. 2021-17, as amended, Chapter 78 (Parks and Recreation) to add Article IX (Cemeteries); Establishing a Cemetery Advisory Board. A vote was taken and motion passed 7-0.

- J. Consider, and act upon, Ordinance No. 2021-22 amending Wylie's Code of Ordinances, Ordinance No. 2021-17, as amended, Chapter 18 (Animals); prescribing regulations to ensure the health and humane treatment of animals and the public; defining terms; establishing regulations of animals, dogs and cats, dangerous dogs and rabies control; providing for an animal shelter advisory board; providing a savings/repealing clause, severability clause, penalty clause and an effective date; and providing for the publication of the caption hereof.**

**Council Comments**

Councilman Mize stated he proposed to modify Section 18-15, and remove Subsection C stating he thinks the intent of the section is to prohibit the chaining of dogs for an extended period of time, including on a permanent basis, and by removing Subsection C, the language can be cleaned up in order to achieve that goal.

**Staff Comments**

Patton addressed Council stating the importance of the Tethering Animals section because there is a current State Law that allows a trolley type system but does not provide a standard or restrictions. The proposed verbiage is not so owners can leave their dogs out on a trolley system, but would allow residents a better opportunity instead of kenneling inside with strict limitations on what they can do. The importance of the definition is because it allows the City to have a more stringent law. As of right now, if Animal Control has a probable cause that an owner is not abiding by the current laws they have to notify them in writing, they have to sign, and they have 24 hours to comply. Patton stated by adding this definition, it gives strict guidelines to follow and can be remedied immediately. The proposed verbiage gives residents the guidelines and assists with educating on how to do it safely. Patton stated staff needs something to enforce and wants to make sure the animals are safe.

### **Council Comments**

Councilman Mize stated he appreciated the further explanation, but expressed concerns with the proposed language not stating how high the tethering has to be and requested additional measurements be added to the wording. Patton stated staff cannot specify the height because it depends on the breed of the dog, and explained the proposed trolley type system. Mayor Porter added the requirements under Subsection (b)(2) through (b)(4) still have to be met, which addresses the type of collars that are prohibited and states the tethering cannot provide entanglement or injury. Mize stated he is concerned that the verbiage allows someone to restrain a dog on a tether system indefinitely. Patton stated that would fall under inhumane treatment and there are different laws that allow Animal Control to enforce areas such as those. Forrester asked if it would make sense to include (b)(1) - (b)(4) in the wording in Subsection C to remove the doubt that an owner could put the animal on the tether and leave it for an extended amount of time. Patton read the definition of direct physical control and stated she understood the concerns, but if (b)(1) is added to Subsection C that would allow the owners to only follow the proper restraints resulting in Subsection C being removed from the proposed Ordinance which would then not allow a defined trolley system. Forrester said after further discussion the intent of the proposed Ordinance is correct, and in order to have the ability to ensure the safety and humane treatment of animals, leave the proposed verbiage as is. Wallis stated maybe add hours that animals cannot be tethered between in the future, stated animals need mental enrichment outdoors, and expressed a push for education regarding training and behavior to animal owners. Mize stated he appreciated the comments and would like to withdraw the suggestion to strike Subsection C.

### **Council Action**

A motion was made by Mayor *pro tem* Forrester, seconded by Councilman Duke, to approve Ordinance No. 2021-22 amending Wylie's Code of Ordinances, Ordinance No. 2021-17, as amended, Chapter 18 (Animals); prescribing regulations to ensure the health and humane treatment of animals and the public; defining terms; establishing regulations of animals, dogs and cats, dangerous dogs and rabies control; providing for an animal shelter advisory board; providing a savings/repealing clause, severability clause, penalty clause and an effective date; and providing for the publication of the caption hereof. A vote was taken and motion passed 7-0.

Mayor Porter reconvened the Council into a Work Session at 7:24 p.m.

## **WORK SESSION**

### **WS1. Discuss Aquatics Study – Joint work session with Parks and Recreation Board.**

Parks and Recreation Director Diaz addressed the Council stating Adam Brewster, representing Dunaway, and George Deines, representing Councilman-Hunsaker, were in attendance to present the Aquatic Feasibility Study. Brewster and Deines gave a brief Aquatic Feasibility Study presentation including: reviewing the process, comments and feedback received from Council at the February 9, 2021 meeting, concept alternatives, market overview, two layout options, financial analysis, cost estimates, aquatic facility operations, and next steps.

Parks and Recreation board members present included Chair Joni Robinson, Vice Chair Gloria Suarez, and board member Craig Allen. Board members voiced their opinions on both the indoor and outdoor facilities.

Council discussed in length their concerns and support on both an indoor and outdoor aquatic facility. Some concerns included the potential cost to construct and operate, property tax increase, traffic, and safety and security. Other areas discussed included potential private/government partnership opportunities and potentially phasing in the indoor and outdoor facilities. Some discussion regarding support of the facilities included improving quality of life and bringing value and outside revenue to the City.

Brewster and Deines requested discussion from Council and the Parks Board on the following: preferred location for the indoor aquatic center and the preferred option for both the indoor and outdoor aquatic center. The consensus for the location preference for an indoor aquatic center was options two or three (closer in proximity to each other). The consensus for the size of an indoor aquatic center was Option B (more lap lanes) and for an outdoor aquatic center was Option A (wave pool instead of lazy river).

Council requested staff and the consultants bring back additional information which includes: splitting the cost between the indoor and outdoor facilities to consider a potential phased project, the cost savings to complete the facilities at the same time, the proposed numbers narrowed down more, estimated cost recovery for indoor programs, and a proposed capacity of the facility(s).

## **RECONVENE INTO REGULAR SESSION**

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Mayor Porter convened the Council into Regular Session at 9:39 p.m.

Mayor Porter convened the Council into a break at 9:39 p.m.

Mayor Porter reconvened the Council into Regular Session at 9:49 p.m.

- 1. Hold a Public Hearing, consider, and act upon, a request for a change of zoning from Commercial Corridor (CC) to Commercial Corridor - Special Use Permit (CC-SUP), to allow for an Alternative Financial Institution on 1.5 acres, located at 620 N. State Highway 78 (ZC 2021-02).**

### **Staff Comments**

Planning Manager Haskins addressed Council stating the owner of property 620 N. State Highway 78 is requesting a Special Use Permit (SUP) for an existing tenant to be allowed to offer alternative loan services. The Zoning Ordinance requires all alternative loan services to be granted a Special Use Permit and be subject to additional provisions regarding the use and location of the service, which include: to not allow the use within 1,000 feet from any lot containing another alternative financial institution; to not allow the use within 500 feet of the rights-of-way of any four-lane divided or greater thoroughfare; to not allow the use within 300 feet from any zoned or used for residential purposes, property line to property line; the hours of operations shall be established by City Council; there shall be no outside queuing; and the use shall have an indoor waiting area large enough to accommodate all customers. Haskins reported the applicant is requesting a waiver for three of the six, all relating to distance requirements. Zoning requires 1,000 feet between properties containing the use; however, there are two existing alternative financial institutions currently within 1,000 feet in which one is located on the same lot and the other approximately 700 feet to the southwest. The property is adjacent to State Highway 78, which is greater than a four-lane thoroughfare; therefore, the zoning does not meet the required 500 feet minimum. The property is adjacent to a residential use to the south and does not meet the zoning requirement of a minimum 300 feet. The SUP conditions require the zoning to revert to the CC district should the Liberty Tax Service cease to occupy the property. Haskins reported fifteen notifications were mailed with no responses received in favor or in opposition of the request. After discussion regarding the general operation of the business and the request for waivers the Commissioners voted 5-1 to recommend denial; therefore, approval of the request would require a  $\frac{3}{4}$  majority vote by Council.

### **Public Hearing**

Mayor Porter opened the public hearing on Item 1 at 9:54 p.m. asking anyone present wishing to address Council to come forward.

No one came forward to address the Council.

Mayor Porter closed the public hearing at 9:54 p.m.

### **Council Action**

A motion was made by Councilman Strang, seconded by Mayor *pro tem* Forrester, to deny with prejudice a request for a change of zoning from Commercial Corridor (CC) to Commercial Corridor - Special Use Permit (CC-SUP), to allow for an Alternative Financial Institution on 1.5 acres, located at 620 N. State Highway 78 (ZC 2021-02). A vote was taken and motion passed 7-0.

2. **Hold a Public Hearing, consider, and act upon, a request for a change of zoning from Commercial Corridor (CC) to Commercial Corridor - Special Use Permit (CC-SUP), to allow for an Alternative Financial Institution on 1.5 acres, located at 2901 W. FM 544 (ZC 2021-03).**

### **Staff Comments**

Planning Manager Haskins addressed Council stating the owner of property 2901 W. FM 544 is requesting a Special Use Permit (SUP) for a tenant to be allowed to offer alternative loan services. The Zoning Ordinance contains six provisions and the applicant is requesting a waiver for two of the six, relating to distance requirements which include: to allow the use within 500 feet of the rights-of-way of any four-lane divided or greater thoroughfare as the zoning requires a minimum of 500 feet and the property for the use is adjacent to FM 544, a greater than four lane thoroughfare and to allow the use within 300 feet from any zoned or used for residential purposes, property line to property line as the zoning requires 300 feet minimum and the property is 100 feet from a residential use to the north, separated by the rail line. The applicant does meet the four remaining provisions. Haskins reported seventeen notifications were mailed with no responses received in favor or in opposition of the request. After discussion regarding the general operation of the business and the request for waivers on two of three of the distance requirements the Commissioners voted 4-2 to recommend denial; therefore, Council approval of the request would require a  $\frac{3}{4}$  majority vote.

### **Applicant Comments**

Matt Baulier, representing Wallace Management, addressed Council explaining the business model of the proposed business.

### **Council Comments**

Councilman Strang asked how this business model differs from a cash store. Baulier responded that cash stores are typically ongoing two week lends, and they do installment loans with end dates. Councilwoman Arrington asked what type of credit scores does his business cater to and what interest rates do they utilize. Baulier responded the average is in the mid-600s for a loan and the interest rates are comparable to banks and other loan establishments. Councilman Wallis asked if the business is secure or unsecure loans. Baulier replied they are targeting a customer that is unbankable from the credit standpoint and are trying to establish credit, but the customer has to have a credit score to prove they can repay an installment loan over a period of time. Wallis confirmed the proposed business; interest rates are closer to credit cards than a banking institution. Baulier confirmed that was correct. Councilman Strang asked if they service the loans themselves and Baulier replied yes, they do service them themselves. Councilman Duke asked if there were any other locations they could look at for their business. Baulier replied they chose the location due to the proximity of retail and the way that the SUPs are written, they would have to come before Council regardless of the location.

### **Public Hearing**

Mayor Porter opened the public hearing on Item 2 at 10:11 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 10:12 p.m.

### **Council Comments**

Wallis clarified the applicant's business model, alternative lender, is getting classified the same as a payday loan and considered an alternative financial institution due to the traffic that is brought in. Haskins confirmed



that is correct. Forrester asked if the loans are insured by the federal government. Baulier replied they are not FDIC insured loans.

### **Council Action**

A motion was made by Councilman Duke, seconded by Councilman Mize, to deny a request for a change of zoning from Commercial Corridor (CC) to Commercial Corridor - Special Use Permit (CC-SUP), to allow for an Alternative Financial Institution on 1.5 acres, located at 2901 W. FM 544 (ZC 2021-03). A vote was taken and motion failed 2-5 with Mayor Porter, Councilwoman Arrington, and Councilmen Wallis, Forrester, and Strang voting against.

A motion was made by Councilman Strang, seconded by Mayor *pro tem* Forrester, to approve a request for a change of zoning from Commercial Corridor (CC) to Commercial Corridor - Special Use Permit (CC-SUP), to allow for an Alternative Financial Institution on 1.5 acres, located at 2901 W. FM 544 (ZC 2021-03). A vote was taken and motion failed 5-2 with Councilmen Duke and Mize voting against due to the requirement of a supermajority vote by Council in order to approve.

No action was taken on this item.

Mayor Porter convened the Council into a Work Session at 10:18 p.m.

### **WORK SESSION**

#### **WS2. Fire Department Presentation.**

Fire Chief Blythe addressed Council giving a presentation recapping 2020 including the 2020 annual report, 2020 total calls for service, response times, fire loss, district summary, unit summary, mutual aid, prevention division, communications division, Fire Station 4, and future WFR Projects.

Council commended Wylie Fire Rescue staff.

#### **WS3. FY 2022 Budget Work Session.**

City Manager Holsted addressed Council giving a brief presentation on the general fund FY2020 and FY2021, assessed property valuations, total annual sales tax receipts, debt service expenditures, current year variances affecting fund balance (General Fund), factors for consideration FY 2021-2022 budget, and General Fund FY 2022 budget projections.

Some questions and feedback from Council included the market salary survey, competitive public safety salaries, vehicle replacements, trailers, lighting, and potentially setting fund balance aside for upcoming quints, generator for pump station, low impact capital project items that require low operational costs.

### **RECONVENE INTO REGULAR SESSION**

Mayor Porter convened the Council into Regular Session at 11:22 p.m.

Mayor Porter convened the Council into Executive Session at 11:23 p.m.

### **EXECUTIVE SESSION**

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

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

**ES1. Consider the sale or acquisition of properties located at FM 544 and Cooper.****Sec. 551.087. DELIBERATION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS; CLOSED MEETING.**

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

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

**ES2. Deliberation regarding commercial or financial information that the WEDC has received from a business prospect and to discuss the offer of incentives for Projects: 2020-11b and 2021-1f.****RECONVENE INTO OPEN SESSION**

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

Mayor Porter convened the Council into Open Session at 11:42 p.m.

**READING OF ORDINANCES**

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City Secretary Storm read the caption to Ordinance No. 2021-18, 2021-19, 2021-20, 2021-21, and 2021-22 into the official record.

**ADJOURNMENT**

---

A motion was made by Councilman Strang, seconded by Councilman Mize, to adjourn the meeting at 11:45 p.m. A vote was taken and motion passed 7-0.

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

**ATTEST:**

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



# Wylie City Council

## AGENDA REPORT

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

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

### Subject

Consider, and act upon, a Final Plat for Woodbridge Phase 22A, to establish 86 residential and two open space lots on 23.993 acres, property generally located on Hensley Lane and Springwell Parkway.

### Recommendation

Motion to approve a Final Plat for Woodbridge Phase 22A, to establish 86 residential and two open space lots on 23.993 acres, property generally located on Hensley Lane and Springwell Parkway.

### Discussion

**OWNER: Daryl Herzog**

**APPLICANT: J. Volk Consulting**

The applicant has submitted a Final Plat for Phase 22A of the Woodbridge Planned Development Ordinance No. 2019-15. This final plat is a portion of the Woodbridge Phase 21 preliminary plat approved in July 2017.

The plat consists of 86 residential lots and two open space lots and conforms to the preliminary plat.

The Planned Development allows for a maximum of 368 single family residential lots. The Final Plats for Woodbridge Phase 21A and 21B were approved by the City of Wylie in July 2019 and contained 153 single family lots. This final plat, along with plats for Woodbridge 22B and 22C also on the agenda, establishing 62 and 67 single family residential lots respectively, represents the remaining allowance of 129 single family residential lots for this PD completes the platting for this development.

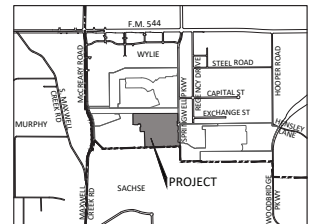
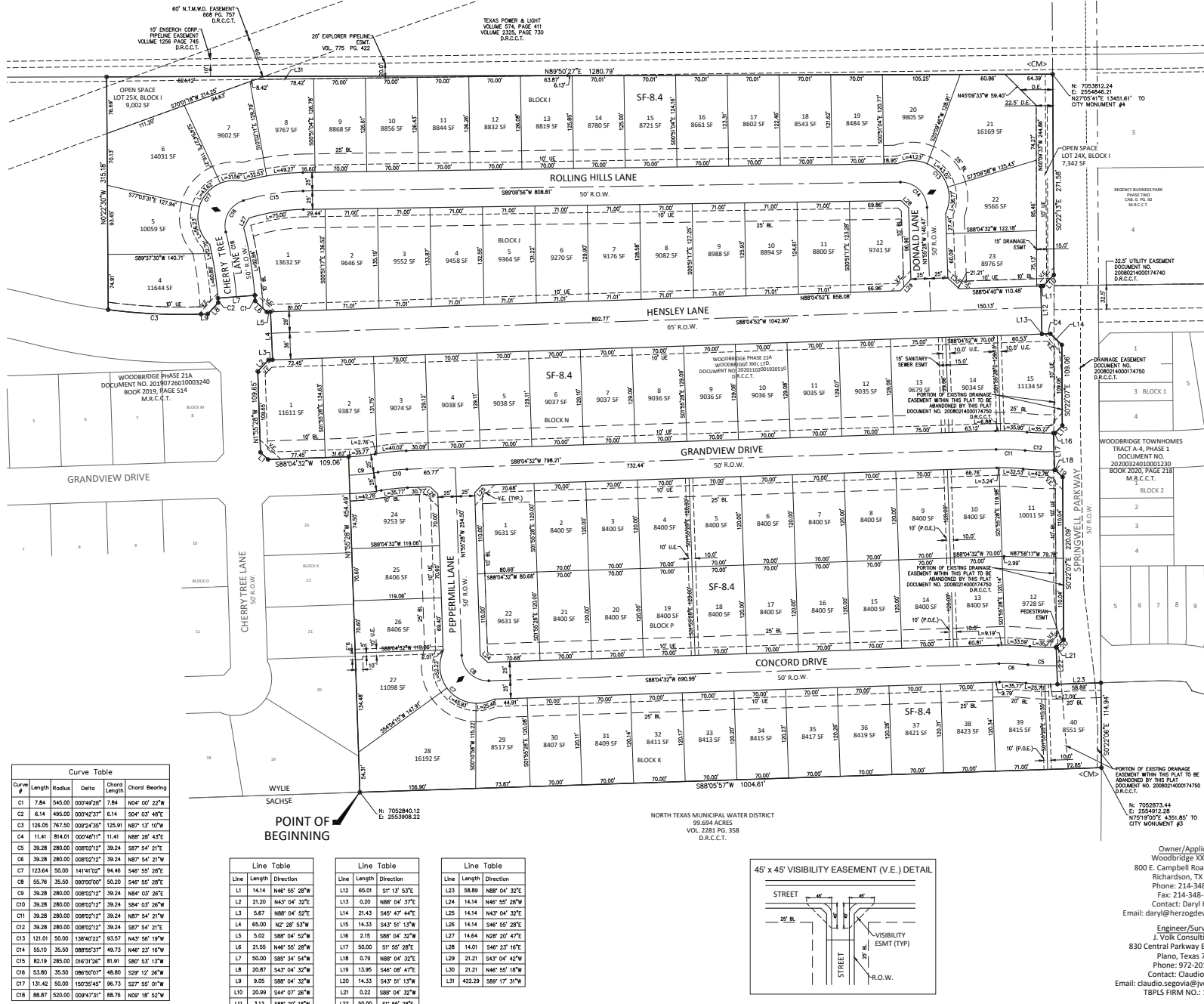
The plat dedicates the necessary rights-of-way and utility easements. All open space lots shall be owned and maintained by the developments H.O.A.

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 6-0 to recommend approval.



- VICINITY MAP**  
N.T.S.
- LEGEND**
- Point of Curvature or Tangency on Center Line
  - 1/2" Iron rod set with a yellow plastic cap stamped "JVC" (unless otherwise noted)
  - 4-Inch Steel Fence Post Found
  - Denotes street name change
  - AC Acre
 BL Building Line | C1 Curve No. | <CM> Control Monument | DE Drainage Easement | ESMT Easement | L1 Line No. | P.O.E. Positive Overflow Easement | P.U.E. Pedestrian & Utility Easement | SF Square Feet | UE Utility Easement | VE Visibility Easement | W.M.E. Wall Maintenance Easement | D.R.C.C.T. = Deed Records of Collin County, Texas | M.R.C.C.T. = Map Records of Collin County, Texas |
- 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.
  - Open space lots shall be owned and maintained by the H.O.A.
  - No appearance between the height of 2' and 9' may be placed in visibility triangles.
  - All lot corners monumented with a 1/2" iron rod with a yellow plastic cap stamped "JVC" per Section 51A-8.617, Dallas Development Code Ordinance No. 24843 unless otherwise noted.
  - Basis of Bearings derived from the Texas State Plane Coordinate System, NAD83, North Central Zone.
  - None of this property is within the Special Flood Hazard Area According to the Flood Insurance Rate Map, Map Number 48055C04151 dated June 2, 2009.
- Building Line Note:
- Front yard building lines shall be shown/labelled except for side and I-swing entry garages which shall have a minimum front yard depth of 15'.
- BENCHMARKS:**
- CM #3: Located on the southwesterly side of Wylie High School football stadium and near the northwest corner of Founders Park sports fields. 31.5 feet south of b.c., 41.6 feet north of b.c. and 5.5 feet west of b.c. and approx. 111 feet north of chain link fence around Founders Park sports field.
- N: 7053976.54 E: 2559122.00 ELEV: 519.77
- CM #4: Located in the northeast corner of Quail Meadow Park south of alley and west of White Iris Way. 14.5 feet south of the south line of alley concrete paving. 7.3 feet perpendicular to b.c. parking area.
- N: 7065787.60 E: 2560972.93 ELEV: 562.88
- SCALE: 1" = 60'

**FINAL PLAT**

**WOODBRIDGE PHASE 22A**  
23.993 ACRES

LOTS 4-23, BLOCK I; LOTS 1-12, BLOCK J;  
LOTS 24-40, BLOCK K; LOTS 1-15, BLOCK N;  
LOTS 1-22, BLOCK P

86 SINGLE FAMILY LOTS  
2 OPEN SPACES/COMMON AREAS

OUT OF THE  
WILLIAM SACHSE SURVEY, ABSTRACT NO. 835  
CITY OF WYLIE,  
COLLIN COUNTY, TEXAS

15 March 2021  
SHEET 1 OF 2

**J. VOLK consulting**  
830 Central Parkway East, Suite 300  
Plano, Texas 75074  
972.201.3100 Texas Registration No. F-11962

Owner/Applicant:  
Woodbridge XXI, LTO,  
800 E. Campbell Road, Suite 130  
Richardson, TX 75081  
Phone: 214-348-1300  
Fax: 214-348-1720  
Contact: Daryl Herzog  
Email: daryl@herzogdevelopment.com

Engineer/Surveyor:  
J. Volk Consulting, Inc.  
830 Central Parkway East, Suite 300  
Plano, Texas 75074  
Phone: 972-201-3100  
Contact: Claudio Segovia  
Email: claudio.segovia@jvolkconsulting.com  
TBPLS FIRM NO.: 10194033

LEGAL DESCRIPTION  
WOODBIDGE PHASE 22A  
23.993 ACRES

BEING a tract of land situated in the WILLIAM SACHSE SURVEY, ABSTRACT NO. 835, City of Wylie, Collin County, Texas and being all of that tract of land described as Woodbridge Phase 22A in Deed to Woodbridge XXII, Ltd., as recorded in Document No. 2020102001920510, Deed Records, Collin County, Texas and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod with a yellow plastic cap stamped 'JVC' found for the common southeast corner of WOODBRIDGE PHASE 21A, an Addition to the City of Wylie, Collin County, Texas according to the Plat thereof recorded in Document No. 20190726010003240 (Book 2019, Page 514), Map Records, Collin County, Texas and southwest corner of said Woodbridge Phase 22A tract;

THENCE Northerly, with the common east line of said Addition and west line of said Woodbridge Phase 22A tract, the following sixteen (16) courses and distances:

North 01 degrees 55 minutes 28 seconds West, a distance of 454.49 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'JVC' found for corner in the north line of Grandview Drive, a 50 foot right-of-way;

South 88 degrees 04 minutes 32 seconds West, with said north line, a distance of 109.06 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'JVC' found for corner at the south end of a corner clip;

North 46 degrees 55 minutes 28 seconds West, with said corner clip, a distance of 14.14 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'JVC' found for corner in the east line of Cherry Tree Lane, a 50 foot right-of-way, at the north end of said corner clip;

North 01 degrees 55 minutes 28 seconds West, with said east line, a distance of 109.65 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'JVC' found for corner at the south end of a corner clip;

North 43 degrees 04 minutes 32 seconds East, with said corner clip, a distance of 21.20 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'JVC' found for corner in the south line of Hensley Lane, a 65 foot right-of-way, at the north end of said corner clip;

North 88 degrees 04 minutes 52 seconds East, with said south line, a distance of 5.67 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'JVC' found for corner;

North 02 degrees 28 minutes 53 seconds West, leaving said south line, a distance of 65.00 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'JVC' found for corner in the north line of said Hensley Lane;

South 88 degrees 04 minutes 52 seconds West, with said north line, a distance of 5.02 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'JVC' found for corner at the south end of a corner clip;

North 46 degrees 55 minutes 28 seconds West, with said corner clip, a distance of 21.55 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'JVC' found for corner in the east line of the above mentioned Cherry Tree Lane at the north end of said corner clip, said point being at the beginning of a non-tangent curve to the left having a central angle of 00 degrees 49 minutes 28 seconds, a radius of 545.00 feet and a chord bearing and distance of North 04 degrees 00 minutes 22 seconds West, 7.84 feet;

Northerly, with said east line and said curve to the left, an arc distance of 7.84 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'JVC' found for corner;

South 85 degrees 34 minutes 54 seconds West, leaving said east line, a distance of 50.00 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'JVC' found for corner in the west line of said Cherry Tree Lane at the beginning of a non-tangent curve to the right having a central angle of 00 degrees 42 minutes 37 seconds, a radius of 495.00 feet, and a chord bearing and distance of South 04 degrees 03 minutes 48 seconds East, 6.14 feet;

Southerly, with said west line and said curve to the right, an arc distance of 6.14 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'JVC' found for corner at the north end of a corner clip;

South 43 degrees 04 minutes 32 seconds West, with said corner clip, a distance of 20.87 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'JVC' found for corner in the north line of the above mentioned Hensley Lane at the south end of said corner clip;

South 88 degrees 04 minutes 32 seconds West, with said north line, a distance of 9.05 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'JVC' found for corner at the beginning of a curve to the right having a central angle of 09 degrees 24 minutes 35 seconds, a radius of 767.50 feet and a chord bearing and distance of North 87 degrees 13 minutes 10 seconds West, 125.91 feet;

Westerly, continuing with said north line and with said curve to the right, an arc distance of 126.05 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'JVC' found for corner;

North 00 degrees 22 minutes 30 seconds West, leaving said north line, a distance of 315.18 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'JVC' found for the common northwest corner of said Woodbridge Phase 22A tract and the most northerly northeast corner of said Addition;

THENCE North 89 degrees 50 minutes 27 seconds East, leaving said common line, a distance of 1,280.79 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'JVC' found in the west line of Springwell Parkway, a variable width right-of-way, for the northeast corner of said Woodbridge Phase 22A tract;

THENCE South 00 degrees 22 minutes 13 seconds East, with said west line, a distance of 271.58 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'JVC' set for corner;

THENCE South 44 degrees 07 minutes 26 seconds West, leaving said west line, a distance of 20.99 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'JVC' set for corner;

THENCE South 88 degrees 20 minutes 18 seconds West, a distance of 3.13 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'JVC' set for corner;

THENCE South 01 degrees 13 minutes 53 seconds East, a distance of 65.01 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'JVC' set for corner;

THENCE North 88 degrees 04 minutes 37 seconds East, a distance of 0.20 feet to a

1/2 inch iron rod with a yellow plastic cap stamped 'JVC' set for corner at the beginning of a non-tangent curve to the right having a central angle of 00 degrees 48 minutes 11 seconds, a radius of 814.01 feet and a chord bearing and distance of North 88 degrees 28 minutes 43 seconds East, 11.41 feet;

THENCE Easterly, with said curve to the right, an arc distance of 11.41 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'JVC' set for corner;

THENCE South 45 degrees 47 minutes 44 seconds East, a distance of 21.43 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'JVC' set for corner;

THENCE South 00 degrees 22 minutes 07 seconds East, a distance of 109.06 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'JVC' set for corner;

THENCE South 43 degrees 51 minutes 13 seconds West, a distance of 14.33 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'JVC' set for corner;

THENCE South 88 degrees 04 minutes 32 seconds West, a distance of 2.15 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'JVC' set for corner;

THENCE South 01 degrees 55 minutes 28 seconds East, a distance of 50.00 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'JVC' set for corner;

THENCE North 88 degrees 04 minutes 32 seconds East, a distance of 0.79 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'JVC' set for corner;

THENCE South 46 degrees 08 minutes 47 seconds East, a distance of 13.95 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'JVC' set for corner;

THENCE South 00 degrees 22 minutes 07 seconds East, a distance of 220.09 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'JVC' set for corner;

THENCE South 43 degrees 51 minutes 13 seconds West, a distance of 14.33 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'JVC' set for corner;

THENCE South 88 degrees 04 minutes 32 seconds West, a distance of 0.22 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'JVC' set for corner;

THENCE South 01 degrees 55 minutes 28 seconds East, a distance of 50.00 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'JVC' set for corner;

THENCE North 88 degrees 04 minutes 32 seconds East, a distance of 58.89 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'JVC' set for corner in the east line of the above mentioned Woodbridge Phase 22A tract;

THENCE South 00 degrees 22 minutes 06 seconds East, with said east line, a distance of 114.94 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'JVC' found for the southeast corner of said Woodbridge Phase 22A tract;

THENCE South 88 degrees 05 minutes 57 seconds West, with the south line of said Woodbridge Phase 22A tract, a distance of 1,004.61 feet to the POINT OF BEGINNING and containing 23.993 acres of land, more or less.

VISIBILITY, ACCESS, MAINTENANCE AND DRAINAGE EASEMENTS

The area or areas shown on the plat as Visibility, Access, Maintenance, and/or Drainage Easements are hereby given and granted to the City, its successors and assigns, as easements to provide visibility, right of access for maintenance, and drainage upon and across said easements. The City shall have the right but not the obligation to maintain any and all landscaping within the easements. Should the City exercise this maintenance right, then it shall be permitted to remove and dispose of any and all landscaping improvements, including without limitation, any trees, shrubs, flowers, ground cover and fixtures. The City may withdraw maintenance of the easements at any time. The ultimate maintenance responsibility for the easements shall rest upon the owners. No building, fence, shrub, tree or other improvements or growths, which in any way may endanger or interfere with the visibility, shall be constructed in, on, over or across the visibility easements. The City shall also have the right but not the obligation to add any landscape improvements to the easements, to erect any traffic control devices or signs on the easements and to remove any obstruction thereon. The City, its successors, assigns, or agents shall have the right and privilege at all times to enter upon the easements or any part thereof for the purposes and with all rights and privileges set forth herein.

OWNER'S DEDICATION:

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT Woodbridge XXII, LTD., acting herein by and through its duly authorized officers, does hereby adopt this plat designating the hereinabove described property as WOODBRIDGE PHASE 22A, an addition to the City of Wylie, Texas, and does hereby dedicate, in fee simple, to the public use forever the streets, rights-of-way and other public improvements shown thereon. The streets and alleys, if any, are dedicated for street purposes. The easements and public use areas, as shown, are dedicated, for the public use forever, for the purposes indicated on this plat. No buildings, fences, trees, shrubs or other improvements or growths shall be constructed or placed upon, over or across the easements as shown, except that landscape improvements may be placed in landscape easements. If approved by the City Council of the City of Wylie, in addition, utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the public's and City of Wylie's use thereof.

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

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

WITNESS MY HAND this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Woodbridge XXII, LTD.  
A Texas Limited Partnership

By: HDC WOODBRIDGE, LLC  
A Texas Limited Liability Company  
It's: General Partner  
By: HDC MANAGEMENT, LLC  
A Texas Limited Liability Company  
It's: Manager

By: \_\_\_\_\_  
Daryl F. Herzog, Member

STATE OF TEXAS §  
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas on this date personally appeared \_\_\_\_\_, Owner's Agent, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for the State of Texas

My Commission Expires: \_\_\_\_\_

SURVEYORS CERTIFICATE:

KNOW ALL MEN BY THESE PRESENTS: That I, Ryan S. Reynolds, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments shown thereon as set were properly placed under my personal supervision in accordance with the Subdivision Ordinance of the City of Wylie.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

RYAN S. REYNOLDS, R.P.L.S.  
Registered Professional Land Surveyor No. 6385

STATE OF TEXAS §  
COUNTY OF COLLIN §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for the State of Texas

My Commission Expires: \_\_\_\_\_

Owner/Applicant:  
Woodbridge XXII, LTD.  
800 E. Campbell Road, Suite 130  
Richardson, TX 75081  
Phone: 214-348-1300  
Fax: 214-348-1720  
Contact: Daryl Herzog  
Email:  
daryl@herzogdevelopment.com

Engineer/Surveyor:  
J. Volk Consulting, Inc.  
830 Central Parkway East, Suite 300  
Piano, Texas 75074  
Phone: 972-201-3100  
Contact: Claudio Segovia  
Email: claudio.segovia@jvolkconsulting.com  
TPLS FIRM NO.: 10194033



J. VOLK  
consulting  
830 Central Parkway East, Suite 300  
Piano, Texas 75074  
972.201.3100 Texas Registration No. F-11962

FINAL PLAT

WOODBIDGE  
PHASE 22A

23.993 ACRES

LOTS 4-23, BLOCK I; LOTS 1-12, BLOCK J;  
LOTS 24-40, BLOCK K; LOTS 1-15, BLOCK N;  
LOTS 1-22, BLOCK P

86 SINGLE FAMILY LOTS  
2 OPEN SPACES/COMMON AREAS  
OUT OF THE  
WILLIAM SACHSE SURVEY, ABSTRACT NO. 835  
CITY OF WYLIE  
COLLIN COUNTY, TEXAS  
15 March 2021  
SHEET 2 OF 2



# Wylie City Council

## AGENDA REPORT

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

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

### Subject

Consider, and act upon, a Final Plat for Woodbridge Phase 22B, to establish 62 residential and one open space lots on 14.149 acres, property generally located north of Hensley Lane approximately 1200' west of Springwell Parkway.

### Recommendation

Motion to approve a Final Plat for Woodbridge Phase 22B, to establish 62 residential and one open space lots on 14.149 acres, property generally located north of Hensley Lane approximately 1200' west of Springwell Parkway.

### Discussion

**OWNER: Daryl Herzog**

**APPLICANT: J. Volk Consulting**

The applicant has submitted a Final Plat for Phase 22B of the Woodbridge Planned Development Ordinance No. 2019-15. This final plat is a portion of the Woodbridge Phase 21 preliminary plat approved in July 2017.

The plat consists of 62 residential lots and one open space lot and conforms to the preliminary plat.

The Planned Development allows for a maximum of 368 single family residential lots. The Final Plats for Woodbridge Phase 21A and 21B were approved by the City of Wylie in July 2019 and contained 153 single family lots. This final plat, along with plats for Woodbridge 22A and 22C also on the agenda, establishing 86 and 67 single family residential lots respectively, represents the remaining allowance of 153 single family residential lots for this PD completes the platting for this development.

The plat dedicates the necessary rights-of-way and utility easements. All open space lots shall be owned and maintained by the developments H.O.A.

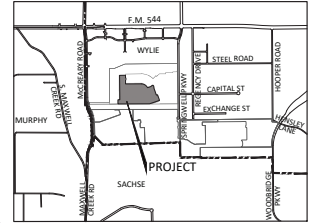
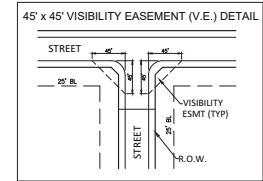
The plat is technically correct and abides by all aspects of the City of Wylie Subdivision Regulations. Approval is subject to additions and alterations as required by the City Engineering Department.

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 6-0 to recommend approval.





VICINITY MAP  
N.T.S.

- LEGEND**
- Point of Curvature or Tangency on Center Line
  - 1/2" Iron rod set with a yellow plastic cap stamped "JVC" (unless otherwise noted)
  - 4-Inch Steel Fence Post Found
  - Denotes street name change
  - AC Acre
  - BL Building Line
  - C1 Curve No.
  - <CM> Control Monument
  - DE Drainage Easement
  - ESMT Easement
  - L1 Line No.
  - P.U.E. Pedestrian & Utility Easement
  - SF Square Feet
  - UE Utility Easement
  - V.E. Visibility Easement
  - W.M.E. Wet Maintenance Easement
  - D.R.C.C.T. = Deed Records of Collin County, Texas
  - M.R.C.C.T. = Map Records of Collin County, Texas

- 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.
  - Open space lots shall be owned and maintained by the H.O.A.
  - No appurtenance between the height of 2' and 9' may be placed in visibility triangles.
  - All lot corners monumented with a 1/2" iron rod with a yellow plastic cap stamped "JVC" per Section 51A-8.617, Dallas Development Code Ordinance No. 24843 unless otherwise noted.
  - Base of Bearings, derived from the Texas State Plane Coordinate System, NAD83, North Central Zone.
  - None of this property is within the Special Flood Hazard Area According to the Flood Insurance Rate Map, Map Number 4805C04151 dated June 2, 2009.

**Building Line Note:**  
1. Front yard building lines shall be as shown/labelled except for side and J-swing entry garages which shall have a minimum front yard depth of 15'.

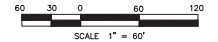
**BENCHMARKS:**

CM #3: Located on the southeasterly side of Wylie High School (football) stadium and near the northwest corner of Founders Park sports fields. 31.5 feet south of b.c., 41.6 feet north of b.c. and 6.5 feet west of b.c. and approx. 111 feet north of chain link fence around Founders Park sports fields.

N: 7053976.54 E: 2559122.00 ELEV: 519.77

CM #4: Located in the northeast corner of Quail Meadow Park south of alley and west of White Bus Way. 34.5 feet south of the south line of alley concrete paving. 7.3 feet perpendicular to b.c. parking area.

N: 7065787.60 E: 2560972.93 ELEV: 562.88



**FINAL PLAT**

**WOODBRIDGE  
PHASE 22B**

14.149 ACRES  
LOTS 12-21, BLOCK B; LOTS 12-19, BLOCK D;  
LOTS 1-25, BLOCK F; LOTS 2-19 & 21, BLOCK G  
62 SINGLE FAMILY LOTS  
1 OPEN SPACE/Common Area  
OUT OF THE  
WILLIAM SACHSE SURVEY, ABSTRACT NO. 835  
CITY OF WYLIE  
COLLIN COUNTY, TEXAS

15 March 2021  
SHEET 1 OF 2



830 Central Parkway East, Suite 300  
Piano, Texas 75074  
972.201.3100 Texas Registration No. F-11952

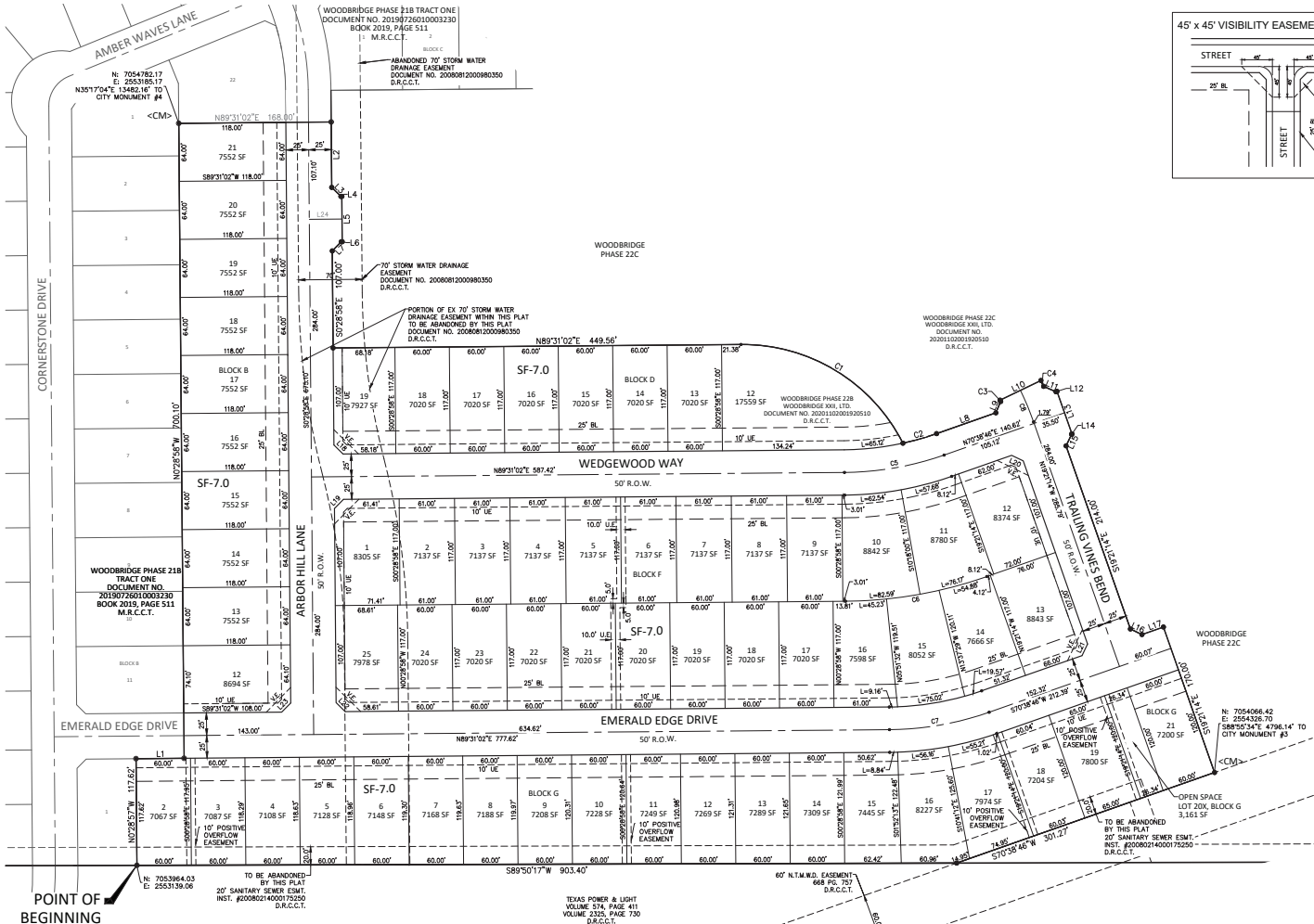
**Owner/Applicant:**  
Woodbridge XXII, LTD.  
800 E. Campbell Road, Suite 130  
Richardson, TX 75081  
Phone: 214-348-1300  
Fax: 214-348-1720  
Contact: Daryl Herzog  
Email: daryl@herzogdevelopment.com

**Engineer/Surveyor:**  
J. Volk Consulting, Inc.  
830 Central Parkway East, Suite 300  
Piano, Texas 75074  
Phone: 972-201-3100  
Contact: Claudio Segovia  
Email: claudio.segovia@jvolkconsulting.com  
TBPLS FIRM NO.: 10194033

Line Table	
Line #	Length Direction
L1	53.00 N89° 31' 02"E
L2	72.10 S0° 28' 58"E
L3	14.14 S45° 28' 58"E
L4	1.00 N89° 31' 02"E
L5	50.00 S21° 38' 58"E
L6	1.00 S89° 31' 02"W
L7	14.14 S44° 31' 02"W
L8	69.24 N70° 38' 46"E
L9	13.54 N23° 02' 19"E
L10	50.00 N64° 17' 24"E
L11	14.72 S66° 32' 36"E
L12	1.22 N70° 38' 46"E

Line Table	
Line #	Length Direction
L13	50.00 S19° 21' 14"E
L14	0.50 S70° 38' 46"W
L15	14.14 S25° 38' 46"W
L16	14.14 S64° 21' 14"E
L17	25.07 N70° 38' 46"E
L18	14.14 N45° 28' 58"W
L19	14.14 N44° 31' 02"E
L20	14.14 S64° 21' 14"E
L21	14.14 S25° 38' 46"W
L22	14.14 N45° 28' 58"W
L23	14.14 S44° 31' 02"E
L24	36.00 N89° 31' 02"E

Curve Table				
Curve #	Length	Radius	Delta	Chord Length
C1	220.16	198.00	063°42'25"	208.99
C2	38.63	315.00	007°01'58"	38.61
C3	1.67	315.00	000°01'58"	1.67
C4	7.23	365.00	001°08'08"	7.23
C5	111.98	340.00	018°52'16"	111.48
C6	58.64	482.00	008°58'16"	58.61
C7	111.98	340.00	018°52'16"	111.48
C8	37.72	340.00	002°21'22"	37.70



LEGAL DESCRIPTION  
WOODBIDGE PHASE 22B  
14.149 ACRES

BEING a tract of land situated in the WILLIAM SACHSE SURVEY, ABSTRACT NO. 835, City of Wylie, Collin County, Texas and being all of that tract of land described as Woodbridge Phase 22B in Deed to Woodbridge XXI, Ltd., as recorded in Document No. 20201102001920510, Deed Records, Collin County, Texas and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod with a yellow plastic cap stamped 'JVC' found for the common southeast corner of Lot 1, Block G of WOODBRIDGE PHASE 21B, an Addition to the City of Wylie, Collin County, Texas, as recorded in Document No. 20201102001920510, Deed Records, Collin County, Texas and southwest corner of said Woodbridge Phase 22B tract;

THENCE Northerly, with the east line of said Addition, the following four (4) courses and distances:

North 00 degrees 28 minutes 57 seconds West, leaving said south line, a distance of 117.62 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'JVC' found in the south line of Emerald Edge Drive, a 50 foot right-of-way, for the northeast corner of said Lot 1;

North 89 degrees 31 minutes 02 seconds East, with said south line, a distance of 53.00 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'JVC' found for corner;

North 00 degrees 28 minutes 58 seconds West, leaving said south line, a distance of 700.10 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'JVC' found for the southwest corner of Lot 22, Block B of said Addition;

North 89 degrees 31 minutes 02 seconds East, a distance of 168.00 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'JVC' found in the east line of Arbor Hill Lane, a 50 foot right-of-way, for an exterior ell corner of said Woodbridge Phase 22B tract;

THENCE Southeasterly, with the east line of said Woodbridge Phase 22B tract, the following twenty-five (25) courses and distances:

South 00 degrees 28 minutes 58 seconds East, a distance of 72.10 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'JVC' set for corner;

South 45 degrees 28 minutes 58 seconds East, a distance of 14.14 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'JVC' set for corner;

North 89 degrees 31 minutes 02 seconds East, a distance of 1.00 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'JVC' set for corner;

South 00 degrees 28 minutes 58 seconds East, a distance of 50.00 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'JVC' set for corner;

South 89 degrees 31 minutes 02 seconds West, a distance of 1.00 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'JVC' set for corner;

South 44 degrees 31 minutes 02 seconds West, a distance of 14.14 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'JVC' set for corner;

South 00 degrees 28 minutes 58 seconds East, a distance of 107.00 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'JVC' set for corner;

North 89 degrees 31 minutes 02 seconds East, a distance of 449.56 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'JVC' set for corner at the beginning of a curve to the right having a central angle of 63 degrees 42 minutes 25 seconds, a radius of 198.00 feet and a chord bearing and distance of South 58 degrees 37 minutes 45 seconds East, 208.99 feet;

Southeasterly, with said curve to the right, an arc distance of 220.16 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'JVC' set for corner at the beginning of a non-tangent curve to the left having a central angle of 07 degrees 01 minutes 36 seconds, a radius of 315.00 feet and a chord bearing and distance of North 74 degrees 09 minutes 34 seconds East, 38.61 feet;

Easterly, with said curve to the left, an arc distance of 38.63 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'JVC' set for corner;

North 70 degrees 38 minutes 46 seconds East, a distance of 69.24 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'JVC' set for corner;

North 23 degrees 02 minutes 19 seconds East, a distance of 13.54 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'JVC' set for corner at the beginning of a non-tangent curve to the left having a central angle of 00 degrees 18 minutes 15 seconds, a radius of 315.00 feet and a chord bearing and distance of North 25 degrees 33 minutes 29 seconds West, 1.67 feet;

Northerly, with said curve to the left, an arc distance of 1.67 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'JVC' set for corner;

North 64 degrees 17 minutes 24 seconds East, a distance of 50.00 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'JVC' set for corner at the beginning of a non-tangent curve to the right having a central angle of 01 degrees 08 minutes 08 seconds, a radius of 365.00 feet and a chord bearing and distance of South 25 degrees 08 minutes 32 seconds East, 7.23 feet;

Southerly, with said curve to the right, an arc distance of 7.23 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'JVC' set for corner;

South 66 degrees 32 minutes 36 seconds East, a distance of 14.72 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'JVC' set for corner;

North 70 degrees 38 minutes 46 seconds East, a distance of 1.22 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'JVC' set for corner;

South 19 degrees 21 minutes 14 seconds East, a distance of 50.00 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'JVC' set for corner;

South 70 degrees 38 minutes 46 seconds West, a distance of 0.50 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'JVC' set for corner;

South 25 degrees 38 minutes 46 seconds West, a distance of 14.14 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'JVC' set for corner;

South 19 degrees 21 minutes 14 seconds East, a distance of 214.00 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'JVC' set for corner;

South 64 degrees 21 minutes 14 seconds East, a distance of 14.14 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'JVC' set for corner;

North 70 degrees 38 minutes 46 seconds East, a distance of 25.07 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'JVC' set for corner;

South 19 degrees 21 minutes 14 seconds East, a distance of 170.00 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'JVC' set for corner;

South 70 degrees 38 minutes 46 seconds West, a distance of 301.27 feet to a 1/2 inch iron rod with a yellow plastic cap stamped 'JVC' set for the most southerly southeast corner of said Woodbridge Phase 22B tract;

THENCE South 89 degrees 50 minutes 17 seconds West, a distance of 903.40 feet to the POINT OF BEGINNING and containing 14.149 acres of land, more or less.

OWNER'S DEDICATION:

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT Woodbridge XXI, LTD., acting herein by and through its duly authorized officers, does hereby adopt this plat designating the hereinabove described property as WOODBRIDGE PHASE 22B, an addition to the City of Wylie, Texas, and does hereby dedicate, in fee simple, to the public use forever the streets, rights-of-way and other public improvements shown thereon. The streets and alleys, if any, are dedicated for street purposes. The easements and public use areas, as shown, are dedicated, for the public use forever, for the purposes indicated on this plat. No buildings, fences, trees, shrubs or other improvements or growths shall be constructed or placed upon, over or across the easements as shown, except that landscape improvements may be placed in landscape easements, if approved by the City Council of the City of Wylie. In addition, utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinated to the public's and City of Wylie's use thereof.

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

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

WITNESS MY HAND this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Woodbridge XXI, LTD.  
A Texas Limited Partnership

By: HDC WOODBRIDGE, LLC  
A Texas Limited Liability Company  
It's: General Partner  
By: HDC MANAGEMENT, LLC  
A Texas Limited Liability Company  
It's: Manager

By: \_\_\_\_\_  
Daryl F. Herzog, Member

STATE OF TEXAS §  
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas on this date personally appeared \_\_\_\_\_ Owner's Agent, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public in and for the State of Texas

My Commission Expires: \_\_\_\_\_

SURVEYORS CERTIFICATE:

KNOW ALL MEN BY THESE PRESENTS: That I, Ryan S. Reynolds, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments shown thereon as set were properly placed under my personal supervision in accordance with the Subdivision Ordinance of the City of Wylie.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

RYAN S. REYNOLDS, R.P.L.S.  
Registered Professional Land Surveyor No. 6385

STATE OF TEXAS §  
COUNTY OF COLLIN §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public in and for the State of Texas

My Commission Expires: \_\_\_\_\_

"RECOMMENDED FOR APPROVAL"

Chairman, Planning & Zoning Commission  
City of Wylie, Texas

"APPROVED FOR CONSTRUCTION"

Mayor City of Wylie, Texas

"ACCEPTED"

Mayor City of Wylie, Texas

The undersigned, the City Secretary of the City of Wylie, Texas, hereby certifies that the foregoing plat of the WOODBRIDGE PHASE 22B subdivision to the City of Wylie was submitted to the City Council on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and the Council, by formal action, then and there accepted the dedication of the streets, alleys, parks, easements, public places, and water and sewer lines as shown and set forth in and upon said plat and said Council further authorized the Mayor to note the acceptance thereof by signing his name as hereinabove subscribed.

WITNESS MY HAND AND SEAL OF OFFICE, this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_.

City Secretary  
City of Wylie, Texas

FINAL PLAT

WOODBIDGE  
PHASE 22B

14.149 ACRES

LOTS 12-21, BLOCK B; LOTS 12-19, BLOCK D;  
LOTS 1-25, BLOCK F; LOTS 2-19 & 21, BLOCK G  
62 SINGLE FAMILY LOTS  
1 OPEN SPACE/COMMON AREA

OUT OF THE  
WILLIAM SACHSE SURVEY, ABSTRACT NO. 835  
CITY OF WYLIE  
COLLIN COUNTY, TEXAS

15 March 2021

SHEET 2 OF 2



J. VOLK  
consulting

830 Central Parkway East, Suite 300  
Plano, Texas 75074  
972.201.3100 Texas Registration No. F-11962

Owner/Applicant:  
Woodbridge XXI, LTD.  
800 E. Campbell Road, Suite 130  
Richardson, TX 75081  
Phone: 214-348-1300  
Fax: 214-348-1720  
Contact: Daryl Herzog  
Email: daryl@herzogdevelopment.com

Engineer/Surveyor:  
J. Volk Consulting, Inc.  
830 Central Parkway East, Suite 300  
Plano, Texas 75074  
Phone: 972-201-3100  
Contact: Claudio Segovia  
Email: claudio.segovia@jvolconsulting.com  
TBPLS FIRM NO.: 10194033





# Wylie City Council

## AGENDA REPORT

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

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

### Subject

Consider, and act upon, a Final Plat for Woodbridge Phase 22C, to establish 67 residential and two open space lots on 18.056 acres, property generally located on Springwell Parkway approximately 800' north of Hensley Lane.

### Recommendation

Motion to approve a Final Plat for Woodbridge Phase 22C, to establish 67 residential and two open space lots on 18.056 acres, property generally located on Springwell Parkway approximately 800' north of Hensley Lane.

### Discussion

**OWNER: Daryl Herzog**

**APPLICANT: J. Volk Consulting**

The applicant has submitted a Final Plat for Phase 22C of the Woodbridge Planned Development Ordinance No. 2019-15. This final plat is a portion of the Woodbridge Phase 21 preliminary plat approved in July 2017.

The plat consists of 67 residential lots and two open space lots and conforms to the preliminary plat.

The Planned Development allows for a maximum of 368 single family residential lots. The Final Plats for Woodbridge Phase 21A and 21B were approved by the City of Wylie in July 2019 and contained 153 single family lots. This final plat, along with plats for Woodbridge 22A and 22B also on the agenda, establishing 86 and 62 single family residential lots respectively, represents the remaining allowance of 148 single family residential lots for this PD completes the platting for this development.

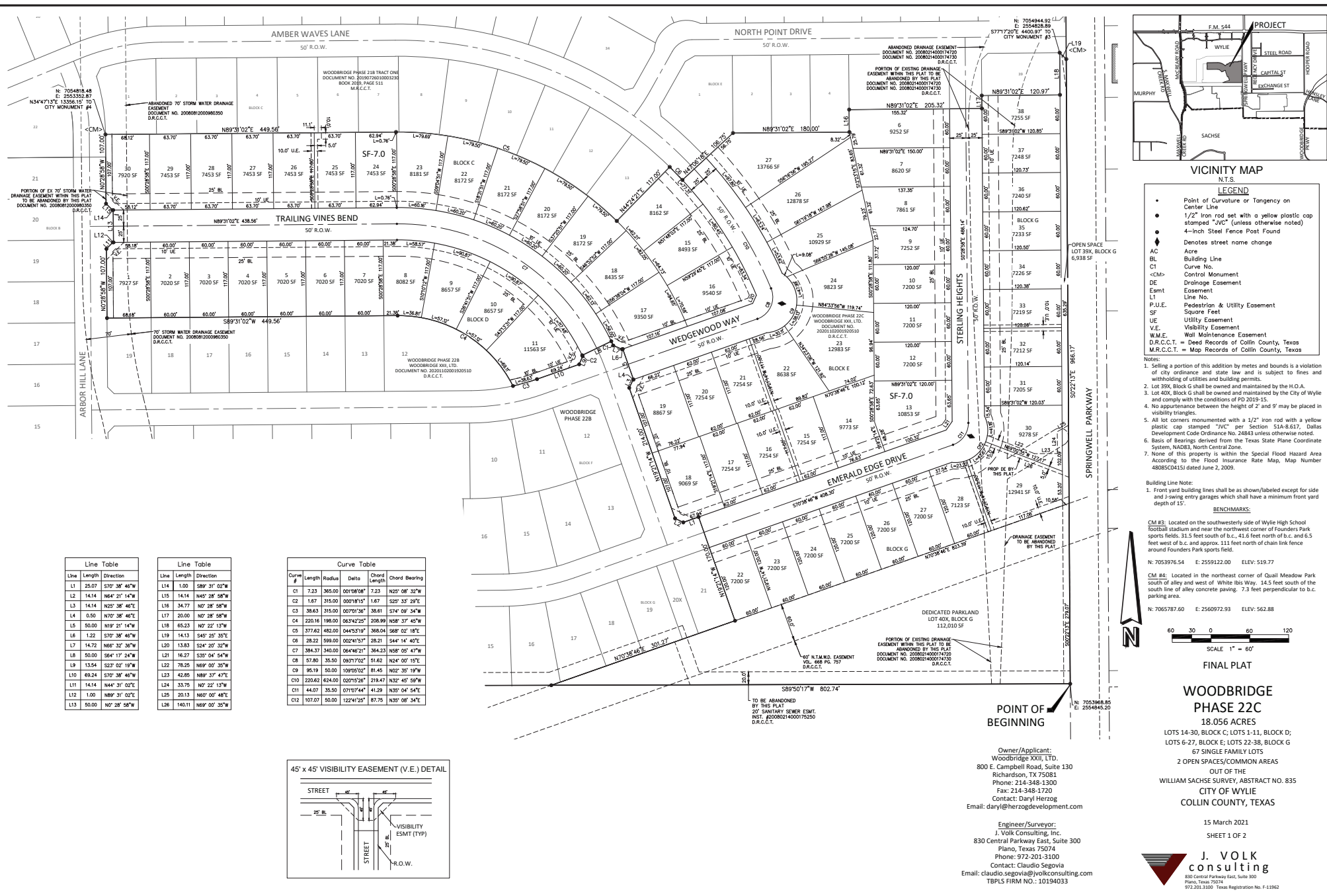
The plat dedicates the necessary rights-of-way and utility easements. Lot 40X, Block G is a park that shall be owned and maintained by the City of Wylie. Lot 39X, Block G shall be owned and maintained by the H.O.A.

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 6-0 to recommend approval.



LEGAL DESCRIPTION  
WOODBIDGE PHASE 22C  
18.056 ACRES

BEING a tract of land situated in the WILLIAM SACHSE SURVEY, ABSTRACT NO. 835, City of Wylie, Collin County, Texas and being all of that tract of land described as Woodbridge Phase 22C in Deed to Woodbridge XXII, Ltd., as recorded in Document No. 20201102001920510, Deed Records, Collin County, Texas and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set in the west line of Springwell Parkway, a variable width right-of-way, for the southeast corner of said Woodbridge Phase 22C tract;

THENCE South 89 degrees 50 minutes 17 seconds West, leaving said west line and with the south line of said Woodbridge Phase 22C tract, a distance of 802.74 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set for the most southerly southwest corner of said Woodbridge Phase 22C tract;

THENCE Northwesterly, with the west line of said Woodbridge Phase 22C tract, the following twenty-five (25) courses and distances:

North 70 degrees 38 minutes 46 seconds East, a distance of 301.27 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set for corner;

North 19 degrees 21 minutes 14 seconds West, a distance of 170.00 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set for corner;

South 70 degrees 38 minutes 46 seconds West, a distance of 25.07 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set for corner;

North 64 degrees 21 minutes 14 seconds West, a distance of 14.14 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set for corner;

North 19 degrees 21 minutes 14 seconds West, a distance of 214.00 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set for corner;

North 25 degrees 38 minutes 46 seconds East, a distance of 14.14 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set for corner;

North 70 degrees 38 minutes 46 seconds East, a distance of 0.50 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set for corner;

North 19 degrees 21 minutes 14 seconds West, a distance of 50.00 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set for corner;

South 70 degrees 38 minutes 46 seconds West, a distance of 1.22 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set for corner;

North 66 degrees 32 minutes 36 seconds West, a distance of 14.72 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set for corner at the beginning of a non-tangent curve to the left having a central angle of 01 degrees 08 minutes 08 seconds, a radius of 365.00 feet and a chord bearing and distance of North 25 degrees 08 minutes 32 seconds West, 7.23 feet;

Northwesterly, with said curve to the left, an arc distance of 7.23 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set for corner;

South 64 degrees 17 minutes 24 seconds West, a distance of 50.00 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set for corner at the beginning of a non-tangent curve to the right having a central angle of 00 degrees 18 minutes 15 seconds, a radius of 315.00 feet and a chord bearing and distance of South 25 degrees 33 minutes 29 seconds East, 1.67 feet;

Southerly, with said curve to the right, an arc distance of 1.67 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set for corner;

South 23 degrees 02 minutes 19 seconds West, a distance of 13.54 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set for corner;

South 70 degrees 38 minutes 46 seconds West, a distance of 69.24 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set for corner at the beginning of a curve to the right having a central angle of 07 degrees 01 minutes 36 seconds, a radius of 315.00 feet and a chord bearing and distance of South 74 degrees 09 minutes 34 seconds West, 38.61 feet;

Southwesterly, with said curve to the right, an arc distance of 38.63 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set for corner at the beginning of a non-tangent curve to the left having a central angle of 63 degrees 42 minutes 25 seconds, a radius of 198.00 feet and a chord bearing and distance of North 58 degrees 37 minutes 45 seconds West, 208.99 feet;

Northwesterly, with said curve to the left, an arc distance of 220.16 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set for corner;

South 89 degrees 31 minutes 02 seconds West, a distance of 449.56 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set for corner;

North 00 degrees 28 minutes 58 seconds West, a distance of 107.00 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set for corner;

North 44 degrees 31 minutes 02 seconds East, a distance of 14.14 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set for corner;

North 89 degrees 31 minutes 02 seconds East, a distance of 1.00 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set for corner;

North 00 degrees 28 minutes 58 seconds West, a distance of 50.00 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set for corner;

South 89 degrees 31 minutes 02 seconds West, a distance of 1.00 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set for corner;

North 45 degrees 28 minutes 58 seconds West, a distance of 14.14 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" set for corner;

North 00 degrees 28 minutes 58 seconds West, a distance of 107.00 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" found in the east line of Arbor Hill Lane, a 50 foot right-of-way, for the common northwest corner of the above mentioned Woodbridge Phase 22C tract and southwest corner of Lot 1, Block C of WOODBRIDGE PHASE 21B TRACT ONE, an Addition to the City of Wylie, Collin County, Texas according to the Plat thereof recorded in Document No. 20190726010003230 (Book 2019, Page 511), Map Records, Collin County, Texas;

THENCE Easterly, with the south line of said Addition, the following twelve (12) courses and distances:

North 89 degrees 31 minutes 02 seconds East, leaving said east line, a distance of 449.56 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" found for corner at the beginning of a curve to the right having a central angle of 44 degrees 53 minutes 19 seconds, a radius of 482.00 feet and a chord bearing and distance of South 68 degrees 02 minutes 18 seconds East, 368.04 feet;

Southwesterly, with said curve to the right, an arc distance of 377.62 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" found for corner;

North 44 degrees 24 minutes 21 seconds East, a distance of 117.00 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" found for corner in the southwest line of Amber Waves Lane, a 50 foot right-of-way, at the beginning of a non-tangent curve to the right having a central angle of 02 degrees 41 minutes 57 seconds, a radius of 599.00 feet and a chord bearing and distance of South 44 degrees 14 minutes 40 seconds East, 28.21 feet;

Southwesterly, with said southwest line and said curve to the right, an arc distance of 28.22 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" found for corner;

North 47 degrees 06 minutes 18 seconds East, leaving said southwest line, a distance of 106.75 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" found for corner;

North 89 degrees 31 minutes 02 seconds East, a distance of 180.00 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" found for corner;

North 00 degrees 28 minutes 58 seconds West, a distance of 34.77 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" found for corner;

North 89 degrees 31 minutes 02 seconds East, a distance of 205.32 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" found for corner in the east line of Sterling Heights, a 50 foot right-of-way;

North 00 degrees 28 minutes 58 seconds West, with said east line, a distance of 20.00 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" found for corner;

North 89 degrees 31 minutes 02 seconds East, leaving said east line, a distance of 120.97 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" found for corner;

North 00 degrees 22 minutes 13 seconds West, a distance of 65.23 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" found for corner in the south line of North Point Drive, a 50 foot right-of-way;

South 45 degrees 25 minutes 35 seconds East, with said south line, a distance of 14.13 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" found in the west line of the above mentioned Springwell Parkway for the northeast corner of the above mentioned Woodbridge Phase 22C tract;

THENCE South 00 degrees 22 minutes 13 seconds East, with said west line, a distance of 966.17 feet to the POINT OF BEGINNING and containing 18,056 acres of land, more or less.

OWNER'S DEDICATION:

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT Woodbridge XXII, LTD., acting herein by and through its duly authorized officers, does hereby adopt this plat designating the hereinabove described property as WOODBRIDGE PHASE 22C, an addition to the City of Wylie, Texas, and does hereby dedicate, in fee simple, to the public use forever the streets, rights-of-way and other public improvements shown thereon. The streets and alleys, if any, are dedicated for street purposes. The easements and public use areas, as shown, are dedicated, for the public use forever, for the purposes indicated on this plat. No buildings, fences, trees, shrubs or other improvements or growths shall be constructed or placed upon, over or across the easements as shown, except that landscape improvements may be placed in landscape easements. If approved by the City Council of the City of Wylie, in addition, utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or utilizing the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the public's and City of Wylie's use thereof.

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

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

WITNESS MY HAND this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Woodbridge XXII, LTD.  
A Texas Limited Partnership

By: HDC WOODBRIDGE, LLC  
A Texas Limited Liability Company  
It's: General Partner  
By: HDC MANAGEMENT, LLC  
A Texas Limited Liability Company  
It's: Manager

By: \_\_\_\_\_  
Daryl F. Herzog, Member

STATE OF TEXAS §  
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas on this date personally appeared \_\_\_\_\_, Owner's Agent, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for the State of Texas

My Commission Expires: \_\_\_\_\_

SURVEYORS CERTIFICATE:

KNOW ALL MEN BY THESE PRESENTS: That I, Ryan S. Reynolds, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments shown thereon as set were properly placed under my personal supervision in accordance with the Subdivision Ordinance of the City of Wylie.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

RYAN S. REYNOLDS, R.P.L.S.  
Registered Professional Land Surveyor No. 6385

STATE OF TEXAS §  
COUNTY OF COLLIN §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for the State of Texas

My Commission Expires: \_\_\_\_\_

Owner/Applicant:  
Woodbridge XXII, LTD.  
800 E. Campbell Road, Suite 130  
Richardson, TX 75081  
Phone: 214-348-1300  
Fax: 214-348-1720  
Contact: Daryl Herzog  
Email: daryl@herzogdevelopment.com

Engineer/Surveyor:  
J. Volk Consulting, Inc.  
830 Central Parkway East, Suite 300  
Plano, Texas 75074  
Phone: 972-201-3100  
Contact: Claudio Segovia  
Email: claudio.segovia@jvolkconsulting.com  
TBLPS FIRM NO.: 10194033

"RECOMMENDED FOR APPROVAL"

Chairman, Planning & Zoning Commission  
City of Wylie, Texas

Date

"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 WOODBRIDGE PHASE 22C, subdivision to the City of Wylie was submitted to the City Council on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and the Council, by formal action, then and there accepted the dedication of the streets, alleys, parks, easements, public places, and water and sewer lines as shown and set forth in and upon said plat and said Council further authorized the Mayor to note the acceptance thereof by signing his name as hereinabove subscribed.

WITNESS MY HAND AND SEAL OF OFFICE, this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_.

City Secretary  
City of Wylie, Texas

FINAL PLAT

WOODBIDGE  
PHASE 22C

18.056 ACRES

LOTS 14-30, BLOCK C; LOTS 1-11, BLOCK D;  
LOTS 6-27, BLOCK E; LOTS 22-38, BLOCK G  
67 SINGLE FAMILY LOTS

2 OPEN SPACES/COMMON AREAS

OUT OF THE

WILLIAM SACHSE SURVEY, ABSTRACT NO. 835

CITY OF WYLIE  
COLLIN COUNTY, TEXAS

15 March 2021

SHEET 2 OF 2



J. VOLK  
consulting

830 Central Parkway East, Suite 300  
Plano, Texas 75074  
972.201.3100 Texas Registration No. F-11962



# Wylie City Council

## AGENDA REPORT

Department: Planning  
 Prepared By: Jasen Haskins, AICP

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

### Subject

Consider, and act upon, a Preliminary Plat for Manors at Woodbridge, to establish 90 residential and six open space lots on 12.818 acres, property generally located on Woodbridge Parkway approximately 900' south of Hensley Lane.

### Recommendation

Motion to approve a Preliminary Plat for Manors at Woodbridge, to establish 90 residential and six open space lots on 12.818 acres, property generally located on Woodbridge Parkway approximately 900' south of Hensley Lane.

### Discussion

**OWNER: John Arnold**

**APPLICANT: Skorburg Company**

The applicant has submitted a Preliminary Plat for the Manors at Woodbridge. Zoning for the single-family development was approved by the City Council in January 2021 as Planned Development Ordinance No. 2021-05.

The plat consists of 90 residential lots and six open space lots. Additionally, the plat includes a pocket park on Lot 2X and the extension of Casey Court from the north as required by the PD Conditions.

The plat dedicates the necessary rights-of-way and utility easements. All open space lots shall be owned and maintained by the developments H.O.A.

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 6-0 to recommend approval.

## LEGEND

POB	POINT OF BEGINNING
CM	CONTROL MONUMENT
R.O.W.	RIGHT OF WAY
VOL.	VOLUME
PAGE	PAGE
ESMT	EASEMENT
PSF	IRON ROD FOUND
CRS	5/8" CAPPED IRON ROD WITH YELLOW CAP
	STAMPED "JONES CARTER" SET FOR CORNER
CON MON	CONCRETE MONUMENT
FND	FOUND
D.R.C.C.T.	DEED RECORDS, COLLIN COUNTY, TEXAS
R.P.R.C.T.	REAL PROPERTY RECORDS, COLLIN COUNTY, TEXAS
O.R.C.C.T.	OFFICIAL RECORDS, COLLIN COUNTY, TEXAS
C.C.F.	COUNTY CLERK FILE NUMBER
V.E.	VISIBLE EASEMENT

The undersigned, the City Secretary of the City of Wylie, Texas, hereby certifies that the foregoing final plat of the Manors at Woodbridge subdivision or addition to the City of Wylie was submitted to the City Council on the \_\_\_ day of \_\_\_\_\_, 2021, and the Council, by formal action, then and there accepted the dedication of streets, alley, parks, 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

## KNOW ALL MEN BY THESE PRESENTS:

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

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

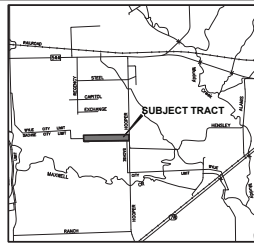
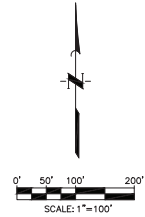
Eduardo Martinez,  
Registered Professional Land Surveyor No. 5274

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

BEFORE ME, the undersigned, a Notary Public in and for The State of Texas, on this day personally appeared Eduardo Martinez, 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 considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the \_\_\_ day of \_\_\_\_\_, 20\_\_.

Notary Public in and for the State of Texas



VICINITY MAP  
1" = 1/2-MILE

## FIELD NOTES

BEING a 12.818 acre tract of land situated in the William Sachse Headright Survey, Abstract No. 605 and, City of Wylie, Collin County, Texas, and being the remainder of a called 13.041 acre tract of land described in deed to Timothy R. Johnson and Carol C. Johnson, recorded in Volume 3976, Page 862, Deed Records, Collin County, Texas, (D.R.C.C.T.), and more particularly described as follows:

BEGINNING at a 5/8" iron rod with cap stamped "Jones Carter" set for the northeast corner of said 12.818 acre tract, same being the east right-of-way line of Woodbridge Parkway (variable width at this point);

THENCE Southeastly along a non-tangent curve to the left having a central angle of 05 Degrees 39 Minutes 37 Seconds, a radius of 934.50 feet, an arc distance of 92.32 feet and a chord bearing and distance of South 07 Degrees 13 Minutes 21 Seconds East, 92.28 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

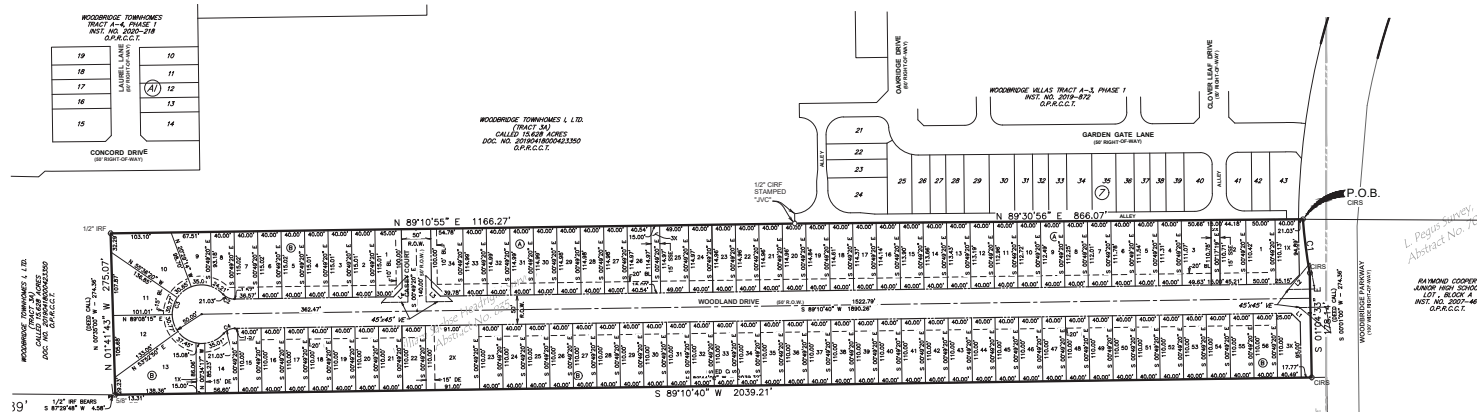
THENCE South 01 Degrees 04 Minutes 33 Seconds East, along the west right-of-way line of said Woodbridge Parkway and the east line of said 12.818 acre tract, a distance of 178.14 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for the southeast corner of said 12.818 acre tract, being in the north line of a called 100.14 acre tract of land described in deed to North Texas Municipal Water District, recorded in Volume 1300, Page 809, D.R.C.C.T.;

THENCE South 89 Degrees 10 Minutes 40 Seconds West, along the common line between said 12.818 acre tract and said 100.14 acre tract, a distance of 2039.21 feet to a 1/2" iron rod found for corner, from which a 1/2" iron rod found bears South 87 Degrees 29 Minutes 48 Seconds West, a distance of 4.58 feet, and a southwest corner of Tract 3A, a called 15.628 acre tract of land as described in deed to Woodbridge Townhomes I, Ltd., recorded in Document No. 2019041800043330, Official Public Records, Collin County, Texas, (O.P.R.C.C.T.);

THENCE North 01 Degrees 41 Minutes 43 Seconds West, along the west line of said 12.818 acre tract, a distance of 275.07 feet to a 1/2" iron rod found for corner;

THENCE North 89 Degrees 10 Minutes 55 Seconds East, along the south line of said Tract 3A, a distance of 1166.27 feet to a 1/2" iron rod with cap stamped "JVC" found for the southwest corner of Woodbridge Villas Tract A-3, Phase 1, an addition to the City of Wylie, Collin County, Texas, according to the plat thereof recorded in Instrument No. 2019-872, O.P.R.C.C.T.;

THENCE North 89 Degrees 30 Minutes 56 Seconds East, along the south line of said Woodbridge Villas Tract A-3, Phase 1, passing at a distance of 858.53 the southeast corner of said Woodbridge Villas Tract A-3, Phase 1, and continuing for a total distance of 866.07 feet to the POINT OF BEGINNING and containing 558,364 square feet or 12.818 acres of land more or less.



NORTH TEXAS MUNICIPAL WATER DISTRICT  
CALLED 100.14 ACRES  
VOL. 1300, PAGE 809  
D.R.C.C.T.

## GENERAL 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.
- Bearings are based on the Texas State Plane Coordinate System, NAD 83, North Central Zone 4202.
- All side lot lines are perpendicular or radial to street frontage unless otherwise noted Not Radial (NR).
- All lots shown are Single-Family residential unless otherwise designated with an "X" with the lot number all "X" lots are open space lots.
- All open space lots will be operated and maintained by the Home Owners Association.
- All corners marked with 5/8" iron rods with plastic caps stamped "Jones Carter" set, unless otherwise noted.
- No Construction shall be allowed within FEMA Designated Flood Plain without a Hydraulic Study.
- All floodplain information on this plat is for graphical depiction only, as scaled off of FIRM Panel No. 48085C04151, Effective Date June 1, 2009 for Collin County, Texas, and LOMR No. 09-06-22709, Effective Date June 29, 2009 for Collin County, Texas. This property is within Zone X, areas determined to be outside of the 0.2% annual chance floodplain.
- The City is not responsible for maintenance of any easements, but retain the rights to enter upon easements for public purposes.
- The maintenance responsibility of private drainage easements and appurtenances is the property owner on which the easement is located.

## Lot Area Table

Block	Lot	Sq. Ft.	Acres
A	1	5,514	0.127
A	2	4,942	0.113
A	3	4,493	0.103
A	4	4,445	0.102
A	5	4,455	0.102
A	6	4,464	0.102
A	7	4,474	0.103
A	8	4,483	0.103
A	9	4,493	0.103
A	10	4,502	0.103
A	11	4,511	0.104
A	12	4,521	0.104
A	13	4,530	0.104
A	14	4,540	0.104
A	15	4,549	0.104
A	16	4,559	0.105
A	17	4,568	0.105
A	18	4,577	0.105
A	19	4,587	0.105
A	20	4,596	0.106
A	21	4,598	0.106
A	22	4,598	0.106
A	23	4,599	0.106
A	24	4,599	0.106
A	25	4,600	0.106
A	26	4,601	0.107
A	27	4,599	0.106
A	28	4,599	0.106
A	29	4,599	0.106
A	30	4,599	0.106
A	31	4,600	0.106
A	32	4,600	0.106
A	33	4,600	0.106
A	34	4,600	0.106

## Lot Area Table

Block	Lot	Sq. Ft.	Acres
B	1	5,063	0.116
B	2	4,600	0.106
B	3	4,600	0.106
B	4	4,601	0.106
B	5	4,601	0.106
B	6	4,601	0.106
B	7	4,601	0.106
B	8	4,601	0.106
B	9	4,601	0.106
B	10	4,601	0.106
B	11	4,601	0.106
B	12	4,601	0.106
B	13	4,601	0.106
B	14	4,601	0.106
B	15	4,601	0.106
B	16	4,601	0.106
B	17	4,601	0.106
B	18	4,601	0.106
B	19	4,601	0.106
B	20	4,601	0.106
B	21	4,601	0.106
B	22	4,601	0.106
B	23	4,601	0.106
B	24	4,601	0.106
B	25	4,601	0.106
B	26	4,601	0.106
B	27	4,601	0.106
B	28	4,601	0.106
B	29	4,601	0.106
B	30	4,601	0.106
B	31	4,601	0.106
B	32	4,601	0.106
B	33	4,601	0.106
B	34	4,601	0.106

## Lot Area Table

Block	Lot	Sq. Ft.	Acres
B	35	4,400	0.101
B	36	4,400	0.101
B	37	4,400	0.101
B	38	4,400	0.101
B	39	4,400	0.101
B	40	4,400	0.101
B	41	4,400	0.101
B	42	4,400	0.101
B	43	4,400	0.101
B	44	4,400	0.101
B	45	4,400	0.101
B	46	4,400	0.101
B	47	4,400	0.101
B	48	4,400	0.101
B	49	4,400	0.101
B	50	4,400	0.101
B	51	4,400	0.101
B	52	4,400	0.101
B	53	4,400	0.101
B	54	4,400	0.101
B	55	4,400	0.101
B	56	4,400	0.101

## Open Space Area Table

Block	Lot	Sq. Ft.	Acres
A	1X	4,281	0.098
A	2X	1,661	0.038
A	3X	1,725	0.040
B	1X	1,279	0.029
B	2X	10,010	0.230
B	3X	4,311	0.099

## LINE TABLE

LINE	BEARING	LENGTH
L1	N 44°07'00" E	21.27'
L2	N 44°07'00" E	21.27'
L3	N 44°07'00" E	21.27'
L4	N 44°07'00" E	21.27'

## CURVE TABLE

CURVE #	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE	TANGENT
C1	84.00'	80.32'	S 07°12'00" E	07°00'00"	46.00'
C2	25.00'	21.00'	N 84°53'30" W	48°12'30"	11.16'
C3	25.00'	21.00'	S 04°42'30" E	27°02'45"	14.72'
C4	25.00'	21.00'	N 85°04'30" E	48°12'30"	11.16'

# PRELIMINARY PLAT OF MANORS AT WOODBRIDGE

LOT 1X, 2X, 3X, & 1-34, BLOCK A;  
LOT 1X, 2X, 3X, & 1-56 BLOCK B

BEING 12.818 ACRES  
SITUATED IN THE  
WM. SACHSE SURVEY, ABSTRACT NO. 835  
IN THE  
CITY OF WYLIE, COLLIN COUNTY, TEXAS  
96 LOTS BY USE  
(90 SINGLE FAMILY, 6 OPEN SPACE LOTS)

MARCH 2021

## RECOMMENDED FOR APPROVAL:

CHAIRMAN, PLANNING & ZONING COMMISSION  
CITY OF WYLIE, TEXAS

## APPROVED FOR CONSTRUCTION:

MAYOR,  
CITY OF WYLIE, TEXAS

## ACCEPTED:

MAYOR,  
CITY OF WYLIE, TEXAS

DEVELOPER:  
MANORS AT WOODBRIDGE, LTD.  
8514 WESTCHESTER DRIVE, SUITE 900  
DALLAS, TX 75225  
PHONE: (214) 988-8857

OWNER:  
TIMOTHY & CAROL JOHNSON  
832 JOHNSON ROAD  
WYLIE, TX 75098

JOB No. 05125-0006 JRP/JEM DWG No. 1807

ENGINEER / SURVEYOR:  
JONES CARTER

Texas Board of Professional Engineers and Land Surveyors  
Engineer Registration No. F-439, Survey Registration No. 130461-03  
4500 Mercantile Plaza Drive, Suite 210 • Fort Worth, Texas 76137  
Central Office: 817-338-2300  
Texas Board of Professional Land Surveying Registration No. 150481-03  
Central Office: 817-338-2300

SHEET 1 OF 1

MANORS AT WOODBRIDGE

JONES CARTER  
FORT WORTH, TEXAS

JONES CARTER





# Wylie City Council

## AGENDA REPORT

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

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

### Subject

Consider, and act upon, a Final Plat for Inspiration Phase 2B, being a replat of Inspiration 2B lots 12R2, 13XR2, and 20XR, to establish one residential and two open space lots on 1.226 acres, property generally located on Tenacity Drive at Legendary Reef Way in the City of Wylie's Extraterritorial Jurisdiction.

### Recommendation

Motion to approve a Final Plat for Inspiration Phase 2B, being a replat of Inspiration 2B lots 12R2, 13XR2, and 20XR, to establish one residential and two open space lots on 1.226 acres, property generally located on Tenacity Drive at Legendary Reef Way in the City of Wylie's Extraterritorial Jurisdiction.

### Discussion

The applicant is proposing to replat Lot 13XR and Lot 12R, Block L of Inspiration Phase 2B into three lots to allow for the expansion of Lot 12R, Block L. The expansion of lot 12R, a residential lot, also includes a portion of lot 2x from Phase 6 and a replat containing that lot is on the agenda for consideration.

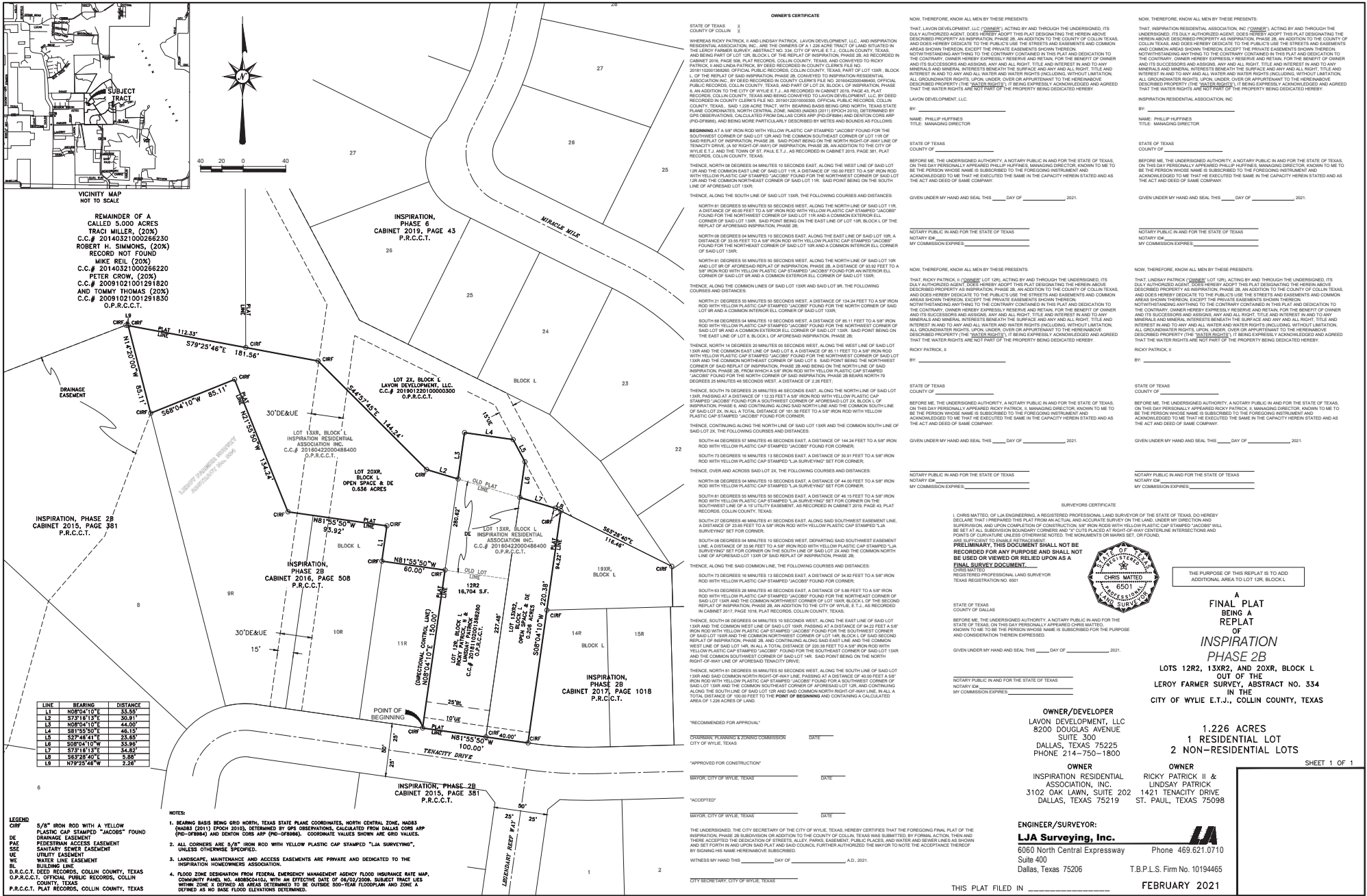
The subject property is located outside of the City Limits within the City of Wylie's extraterritorial jurisdiction in the Inspiration subdivision.

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

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 6-0 to recommend approval.





# Wylie City Council

## AGENDA REPORT

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

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

### Subject

Consider, and act upon, a Final Plat for Inspiration Phase 6, being a replat of Inspiration 6 Lot 2XR, to establish one open space lot on 2.021 acres, property generally located on Huffines Boulevard at Miracle Mile in the City of Wylie's Extraterritorial Jurisdiction.

### Recommendation

Motion to approve a Final Plat for Inspiration Phase 6, being a replat of Inspiration 6 Lot 2XR, to establish one open space lot on 2.021 acres, property generally located on Huffines Boulevard at Miracle Mile in the City of Wylie's Extraterritorial Jurisdiction.

### Discussion

**OWNER: Lavon Development, LLC**

**APPLICANT: Michelle Tilotta**

The applicant is proposing to reduce the acreage of Lot 2XR, Block L of Inspiration Phase 6 to allow for the expansion of Lot 12R, Block L of Inspiration Phase 2B. The expansion of Lot 12R, a residential lot, is in Phase 2B and a replat containing that lot is on the agenda for consideration.

The subject property is located outside of the City Limits within the City of Wylie's extraterritorial jurisdiction and is part of the Inspiration Planned Development.

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 6-0 to recommend approval.







# Wylie City Council

## AGENDA REPORT

**Department:** Purchasing      **Account Code:** 100-5231-54910  
**Prepared By:** Glenna Hayes

### Subject

Consider, and act upon, the award of a Job Order Contracting Project Order (JOCPO) #W2021-40-I for the Remodel of Fire Station 2 Kitchen and Day Room to ERC Inc., in the estimated amount of \$48,716.72 and authorizing the City Manager to execute any necessary documents.

### Recommendation

A motion to award a Job Order Contracting Project Order (JOCPO) #W2021-40-I for the Remodel of Fire Station 2 Kitchen and Day Room to ERC Inc., in the estimated amount of \$48,716.72 and authorizing the City Manager to execute any necessary documents.

### Discussion

Wylie Fire Rescue budgeted funds to remodel the kitchen and day room areas at Fire Station No. 2. The scope of work will include flooring, countertops and cabinets, lighting, and general dry wall repairs and painting.

Staff recommends the award of JOCPO #W2021-40-I to ERC, Inc. in the estimated amount of \$48,716.72 under Wylie Master Agreement for Job Order Contracting Services #W2021-44-I and Choice Partners National Purchasing Cooperative contract #20/017-MR-09. 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.

<u>Budget</u>	<u>Estimated Expense</u>
\$50,000.00	\$48,716.72



# Wylie City Council

## AGENDA REPORT

**Department:** Building Inspections  
**Prepared By:** Bret McCullough

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

### Subject

Consider, and act upon, Ordinance No. 2021-23, amending Wylie's Code of Ordinances No. 2021-17, as amended, Chapter 26 (Businesses), Article II (Garage and Yard Sales), Section 26-23 (Permit Required); removing requirement to obtain a garage sale permit; providing a savings/repealing clause, severability clause and an effective date.

### Recommendation

A motion to approve Ordinance No. 2021-23, amending Wylie's Code of Ordinances No. 2021-17, as amended, Chapter 26 (Businesses), Article II (Garage and Yard Sales), Section 26-23 (Permit Required); removing requirement to obtain a garage sale permit; providing a savings/repealing clause, severability clause and an effective date.

### Discussion

The Wylie City Council recently approved a change to the Comprehensive Fee Schedule which removed the fee for garage and yard sale permits. Those wishing to have garage sales were previously required to obtain a permit, which involved administrative time and effort on the part of the applicant and City staff. Permits were available through email with use of a credit card authorization form, but many citizens were driving to City Hall to complete the transactions in person. Approximately 75 garage sale or yard sale permits are issued in a typical year.

Regulations for garage sales and yard sales with regard to number of days and frequency throughout the year remain in effect. There will be no change in the enforcement of these regulations.

## ORDINANCE NO. 2021-23

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WYLIE, TEXAS, AMENDING WYLIE'S CODE OF ORDINANCES, ORDINANCE NO. 2021-17, AS AMENDED, CHAPTER 26 (BUSINESSES), ARTICLE II (GARAGE AND YARD SALES), SECTION 26-23 (PERMIT REQUIRED); REMOVING REQUIREMENT TO OBTAIN A GARAGE SALE PERMIT; PROVIDING A SAVINGS/REPEALING CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.**

WHEREAS, the City Council of the City of Wylie, Texas ("City Council") finds that it is in the best interest of the citizens of City of Wylie, Texas ("City") to amend Chapter 26 (Businesses), Article II (Garage and Yard Sales), Section 26-23 (Permit Required) of the City's Code of Ordinances, Ordinance No. 2021-17, as amended ("Code of Ordinances"), as set forth below.

**NOW, THEREFORE, BE IT ORDAINED 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 Ordinance as if fully set forth herein.

SECTION 2: Amendment to Chapter 26 (Businesses), Article II (Garage and Yard Sales), Section 26-23 (Permit Required) of the Code of Ordinances. Chapter 26 (Businesses), Article II (Garage and Yard Sales) Section 26-23 (Permit required) of the Code of Ordinances is hereby amended as follows:

### "CHAPTER 26 – BUSINESSES

#### ARTICLE II – PERMIT REQUIRED

...

**Sec. 26-23.    Reserved Permit required.**

~~No person shall conduct a garage sale without having first obtained a permit from the city. The required fee for this permit shall be as provided for in the fee schedule located in appendix C to this Code.~~

..."

SECTION 3: Savings/Repealing. All provisions of the Code of Ordinances 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 to the extent they are in conflict; 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 ordinances shall remain in full force and effect.

**SECTION 4: Severability.** 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: Effective Date.** This Ordinance shall become effective from and after its adoption.

**DULY PASSED AND APPROVED** by the City Council of the City of Wylie, Texas, this 27th day of April, 2021.

---

Matthew Porter, Mayor

**ATTESTED AND  
CORRECTLY RECORDED:**

---

Stephanie Storm, City Secretary



# Wylie City Council

## AGENDA REPORT

Department: WEDC  
Prepared By: Jason Greiner

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

### Subject

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

### Recommendation

Motion to approve the monthly Revenue and Expenditure Report for the Wylie Economic Development Corporation as of March 31, 2021.

### Discussion

The Wylie Economic Development Corporation (WEDC) Board of Directors approved the attached financials on April 21, 2021.

# Wylie Economic Development Corporation

## MONTHLY FINANCIAL REPORT

March 31, 2021

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			\$ 2,072,480.63				
SALES TAX	\$ 2,968,437.00	\$ 257,187.91	\$ -	\$ 1,211,404.11	\$ -	\$ 1,757,032.89	40.81%	A
ALLOCATED INTEREST EARNINGS	\$ 6,000.00	\$ 132.78	\$ -	\$ 471.01	\$ -	\$ 5,528.99	7.85%	
RENTAL INCOME	\$ 153,240.00	\$ 1,300.00	\$ -	\$ 53,950.00	\$ -	\$ 99,290.00	35.21%	
GAIN/LOSS - SALE OF PROPERTY	\$ 164,500.00	\$ (31,000.00)	\$ -	\$ (31,208.00)	\$ -	\$ 195,708.00	-18.97%	
BANK NOTE PROCEEDS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	
<b>REVENUES</b>	<b>\$ 3,292,177.00</b>	<b>\$ 227,620.69</b>	<b>\$ -</b>	<b>\$ 1,234,617.12</b>	<b>\$ -</b>	<b>\$ 2,057,559.88</b>	<b>37.50%</b>	
<b>EXPENDITURE SUMMARY</b>								
PERSONNEL	\$ 336,516.00	\$ 26,148.07	\$ -	\$ 155,227.97	\$ -	\$ 181,288.03	46.13%	
OPERATING EXPENSES	\$ 57,006.00	\$ 4,504.25	\$ -	\$ 25,289.01	\$ 292.11	\$ 31,424.88	44.87%	B
INCENTIVES	\$ 1,130,310.00	\$ 130,083.38	\$ -	\$ 530,331.55	\$ -	\$ 599,978.45	46.92%	
SPECIAL SERVICES	\$ 88,178.00	\$ 42,239.92	\$ -	\$ 60,522.98	\$ 451.23	\$ 27,203.79	69.15%	
ADVERTISING	\$ 114,100.00	\$ -	\$ -	\$ 18,564.25	\$ -	\$ 95,535.75	16.27%	
COMMUNITY DEVELOPMENT	\$ 44,550.00	\$ 97.54	\$ -	\$ 3,332.59	\$ -	\$ 41,217.41	7.48%	
TRAVEL & TRAINING	\$ 62,600.00	\$ 1,081.21	\$ -	\$ 7,736.22	\$ -	\$ 54,863.78	12.36%	
DUES & SUBSCRIPTIONS	\$ 30,018.00	\$ 619.69	\$ -	\$ 20,966.43	\$ -	\$ 9,051.57	69.85%	
AUDIT & LEGAL	\$ 33,000.00	\$ 1,451.00	\$ -	\$ 4,821.00	\$ -	\$ 28,179.00	14.61%	
ENGINEERING & ARCHITECTURAL	\$ 87,500.00	\$ 431.25	\$ -	\$ 39,697.78	\$ -	\$ 47,802.22	45.37%	
DEBT SERVICE	\$ 541,878.00	\$ 67,482.12	\$ -	\$ 320,241.59	\$ -	\$ 221,636.41	59.10%	
LAND	\$ 78,540.00	\$ -	\$ -	\$ 78,540.00	\$ -	\$ -	0.00%	
INFRASTRUCTURE PROJECTS	\$ 926,460.00	\$ -	\$ -	\$ 186,680.00	\$ 2,500.00	\$ 737,280.00	20.42%	
FURNITURE & FIXTURES	\$ 2,500.00	\$ -	\$ -	\$ 797.00	\$ -	\$ 1,703.00	31.88%	
CONTRA CAPITAL	\$ -	\$ -	\$ -	\$ (78,540.00)	\$ -	\$ 78,540.00	0.00%	
<b>TOTAL EXPENDITURES</b>	<b>\$ 3,533,156.00</b>	<b>\$ 274,138.43</b>	<b>\$ -</b>	<b>\$ 1,374,208.37</b>	<b>\$ 3,243.34</b>	<b>\$ 2,155,704.29</b>	<b>38.99%</b>	
<b>REV OVER/(UNDER) EXPEN</b>	<b>\$ (240,979.00)</b>	<b>\$ (46,517.74)</b>	<b>\$ -</b>	<b>\$ (139,591.25)</b>	<b>\$ (3,243.34)</b>	<b>\$ (98,144.41)</b>		

A. SLSTX Rev earned in Jan, allocated in March, was \$257,187.91, an increase of 12.76% over the same period in 2020.

Sales Tax received for 4 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 March 31, 2021

**Assets**

Cash and cash equivalents	\$ 2,074,480.63	
Receivables	\$ 60,000.00	Note 1
Inventories	\$ 12,106,477.50	
Prepaid Items	\$ -	
<b>Total Assets</b>	<b>\$ 14,240,958.13</b>	

**Deferred Outflows of Resources**

Pensions	\$ 95,608.55	
<b>Total deferred outflows of resources</b>	<b>\$ 95,608.55</b>	

**Liabilities**

Accounts Payable and other current liabilities	\$ 40,974.04	
Unearned Revenue	\$ 1,200.00	Note 2
Non current liabilities:		
Due within one year	\$ 179,119.65	Note 3
Due in more than one year	\$ 5,090,479.60	
<b>Total Liabilities</b>	<b>\$ 5,311,773.29</b>	

**Deferred Inflows of Resources**

Pensions	\$ (47,711.41)	
<b>Total deferred inflows of resources</b>	<b>\$ (47,711.41)</b>	

**Net Position**

Net investment in capital assets	\$ -	
Unrestricted	\$ 9,072,504.80	
<b>Total Net Position</b>	<b>\$ 9,072,504.80</b>	

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

Note 2: Deposits from rental property

Note 3: Liabilities due within one year includes compensated absences of \$20,727



111-WYLIE ECONOMIC DEVEL CORP

ACCOUNT#	TITLE	
<b>ASSETS</b>		
=====		
1000-10110	CLAIM ON CASH AND CASH EQUIV.	2,072,480.63
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	60,000.00
1000-14112	INVENTORY - MATERIAL/ SUPPLY	0.00
1000-14116	INVENTORY - LAND & BUILDINGS	12,106,477.50
1000-14118	INVENTORY - BAYCO/ SANDEN BLVD	0.00
1000-14310	PREPAID EXPENSES - MISC	0.00
1000-14410	DEFERRED OUTFLOWS	573,249.00
		14,814,207.13
		=====
TOTAL ASSETS		14,814,207.13
=====		
<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 (	6.62)
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	4,374.90
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	4,280.39	
2000-20210	ACCOUNTS PAYABLE	32,265.37	
2000-20530	PROPERTY TAXES PAYABLE	0.00	
2000-20540	NOTES PAYABLE	573,249.00	
2000-20810	DUE TO GENERAL FUND	0.00	
2000-22270	DEFERRED INFLOW	0.00	
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			615,423.04
EQUITY			
=====			
3000-34110	FUND BALANCE - RESERVED	0.00	
3000-34590	FUND BALANCE-UNRESERV/UNDESIG	14,338,375.34	
TOTAL BEGINNING EQUITY			14,338,375.34
TOTAL REVENUE		1,234,617.12	
TOTAL EXPENSES		1,374,208.37	
REVENUE OVER/ (UNDER) EXPENSES		( 139,591.25)	
TOTAL EQUITY & OVER/ (UNDER)			14,198,784.09
TOTAL LIABILITIES, EQUITY & OVER/ (UNDER)			14,814,207.13
			=====

## Wylie Economic Development Corporation

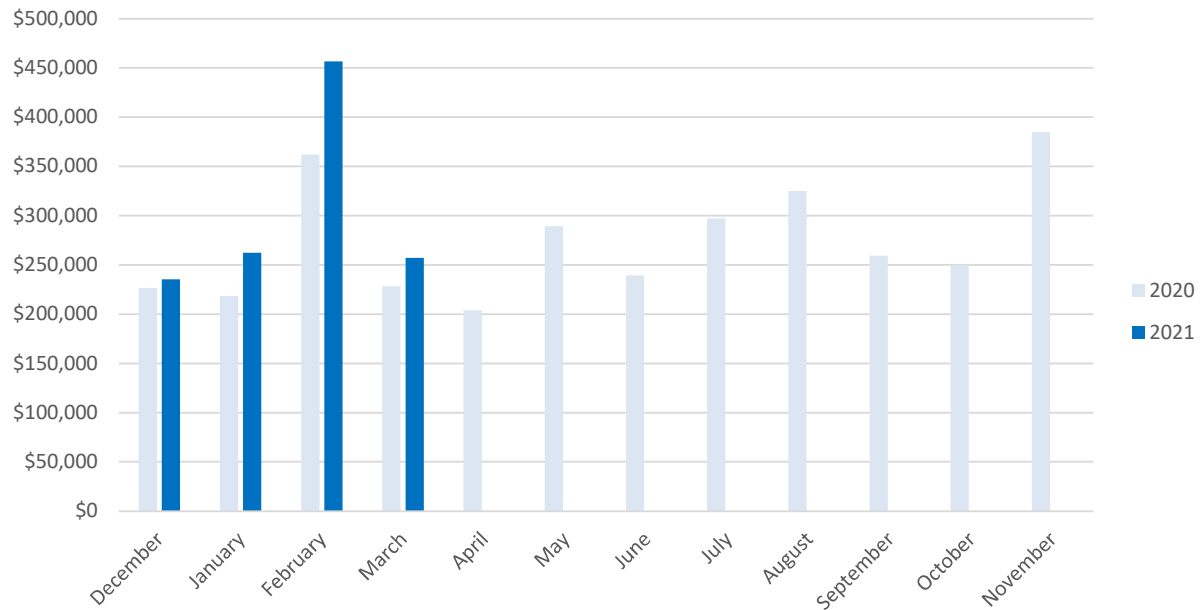
## SALES TAX REPORT

March 31, 2021

## BUDGETED YEAR

MONTH	FY 2018	FY 2019	FY 2020	FY 2021	DIFF 20 vs. 21	% DIFF 20 vs. 21
DECEMBER	\$ 184,848.59	\$ 214,867.15	\$ 226,663.94	\$ 235,381.33	\$ 8,717.39	3.85%
JANUARY	\$ 191,895.71	\$ 223,749.61	\$ 218,520.22	\$ 262,263.52	\$ 43,743.30	20.02%
FEBRUARY	\$ 275,667.83	\$ 307,366.66	\$ 362,129.18	\$ 456,571.35	\$ 94,442.17	26.08%
MARCH	\$ 182,852.50	\$ 208,222.32	\$ 228,091.34	\$ 257,187.91	\$ 29,096.57	12.76%
APRIL	\$ 163,484.89	\$ 182,499.53	\$ 203,895.57			
MAY	\$ 203,707.17	\$ 274,299.18	\$ 289,224.35			
JUNE	\$ 199,412.29	\$ 234,173.88	\$ 239,340.35			
JULY	\$ 213,976.64	\$ 215,107.94	\$ 296,954.00			
AUGUST	\$ 249,589.63	\$ 283,602.93	\$ 325,104.34			
SEPTEMBER	\$ 213,425.79	\$ 243,048.40	\$ 259,257.89			
OCTOBER	\$ 210,701.71	\$ 224,875.38	\$ 249,357.02			
NOVEMBER	\$ 273,196.62	\$ 308,324.41	\$ 384,953.89			
<b>Sub-Total</b>	<b>\$ 2,562,759.35</b>	<b>\$ 2,920,137.37</b>	<b>\$ 3,283,492.09</b>	<b>\$ 1,211,404.11</b>	<b>\$ 175,999.43</b>	15.68%
<b>Total</b>	<b>\$ 2,562,759.35</b>	<b>\$ 2,920,137.37</b>	<b>\$ 3,283,492.09</b>	<b>\$ 1,211,404.11</b>	<b>\$ 175,999.43</b>	15.68%

## WEDC Sales Tax Analysis



\*\*\* Sales Tax collections typically take 2 months to be reflected as Revenue. SlsTx receipts are then accrued back 2 months.  
 Example: March SlsTx Revenue is actually January SlsTx and is therefore the 4th allocation in FY21.

# Wylie Economic Development Corporation

## PERFORMANCE AGREEMENT REPORT

March 31, 2021

PERFORMANCE AGREEMENTS	TOTAL INCENTIVE	BUDGETED YEAR					REMAINING AFTER CURRENT FY	PREVIOUS FY PAYMENTS	TOTAL INCENTIVE	
		FY 2021	FY 2022	FY 2023	FY 2024	FY 2025				
CSD WOODBRIDGE	\$ 1,100,000.00	\$ 150,000.00	\$ 150,000.00	\$ 41,257.82	\$ -	\$ -	\$ 191,257.82	\$ 758,742.18	\$ 1,100,000.00	A
EXCO	\$ 80,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 80,000.00	\$ 80,000.00	B
SAF-HOLLAND	\$ 239,792.48	\$ 85,810.58	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 153,981.90	\$ 239,792.48	C
SCSD-FINNELL	\$ 175,000.00	\$ 87,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 87,500.00	\$ 175,000.00	
CROSS DEVELOPMENT	\$ 250,000.00	\$ 250,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 250,000.00	
WYLIE INSURANCE	\$ 27,500.00	\$ 27,500.00	***	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 27,500.00	D
WB REAL ESTATE	\$ 13,149.00	\$ 13,149.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 13,149.00	
FIRST MIRACLE	\$ 11,800.00	\$ 11,800.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,800.00	
CARDINAL STRATEGIES	\$ 106,800.00	\$ 24,933.00	\$ 24,933.00	\$ 24,934.00	\$ -	\$ -	\$ 49,867.00	\$ 32,000.00	\$ 106,800.00	
CBC PROPERTY HOLDINGS	\$ 50,000.00	\$ 25,000.00	\$ 25,000.00	\$ -	\$ -	\$ -	\$ 25,000.00	\$ -	\$ 50,000.00	
AVANTI, LLC	\$ 120,000.00	\$ 60,000.00	\$ 30,000.00	\$ 30,000.00	\$ -	\$ -	\$ 60,000.00	\$ -	\$ 120,000.00	
SAVANNAH WOODBRIDGE	\$ 90,000.00	\$ 45,000.00	\$ 45,000.00	\$ -	\$ -	\$ -	\$ 45,000.00	\$ -	\$ 90,000.00	
BALLERS ELITE- THE LAB, LLC	\$ 20,000.00	\$ 20,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,000.00	
AMERICAN ENTITLEMENTS	\$ 33,000.00	\$ 11,000.00	\$ 11,000.00	\$ 11,000.00	\$ -	\$ -	\$ 22,000.00	\$ -	\$ 33,000.00	
NORTH DALLAS WYLIE LAND	\$ 120,000.00	\$ 60,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ -	\$ 60,000.00	\$ -	\$ 120,000.00	
GDA INVESTMENTS	\$ 30,500.00	\$ -	\$ 20,000.00	\$ 10,500.00	\$ -	\$ -	\$ 30,500.00	\$ -	\$ 30,500.00	
LUV-ROS	\$ 10,000.00	\$ -	\$ 5,000.00	\$ 5,000.00	\$ -	\$ -	\$ 10,000.00	\$ -	\$ 10,000.00	E
	<b>\$ 2,761,044.61</b>	<b>\$ 871,692.58</b>	<b>\$ 330,933.00</b>	<b>\$ 142,691.82</b>	<b>\$ 20,000.00</b>	<b>\$ -</b>	<b>\$ 493,624.82</b>	<b>\$ 1,395,727.21</b>	<b>\$ 2,761,044.61</b>	

Deferred Out Flow \$ 573,249.00

A. SLSTX Reimbursement Qrtly Pmnts

B. Performance Agreement and Forgivable Land Grant. Paid remaining \$70,000 in early 2021.

C. Performance Agreement and Partial Tax Reimbursement. \$45,000 for Job Creation & 50% Reimb. of App Val. above the Baseline of \$14,375,324

D. Performance Agreement Obligations were met in FY21, so the FY22 payment was pulled forward.

E. Performance Agreement (\$10,000) and Forgivable Land Grant (\$60,000 forgiven over 3 years). \$20,000/year in 2021, 2022, & 2023.



# Wylie City Council

## AGENDA REPORT

**Department:** Purchasing      **Account Code:** 161-5651-58510  
**Prepared By:** Glenna Hayes

### Subject

Consider, and act upon, the approval of the purchase of a monument sign from Casteel & Associates, Inc. in the estimated amount of \$62,554.00 through a cooperative purchasing contract with the Texas Association of Schools Boards Buy Board, and authorizing the City Manager to execute any necessary documents.

### Recommendation

A motion to approve the purchase of a monument sign from Casteel & Associates, Inc. in the estimated amount of \$62,554.00 through a cooperative purchasing contract with the Texas Association of Schools Boards Buy Board, and authorizing the City Manager to execute any necessary documents.

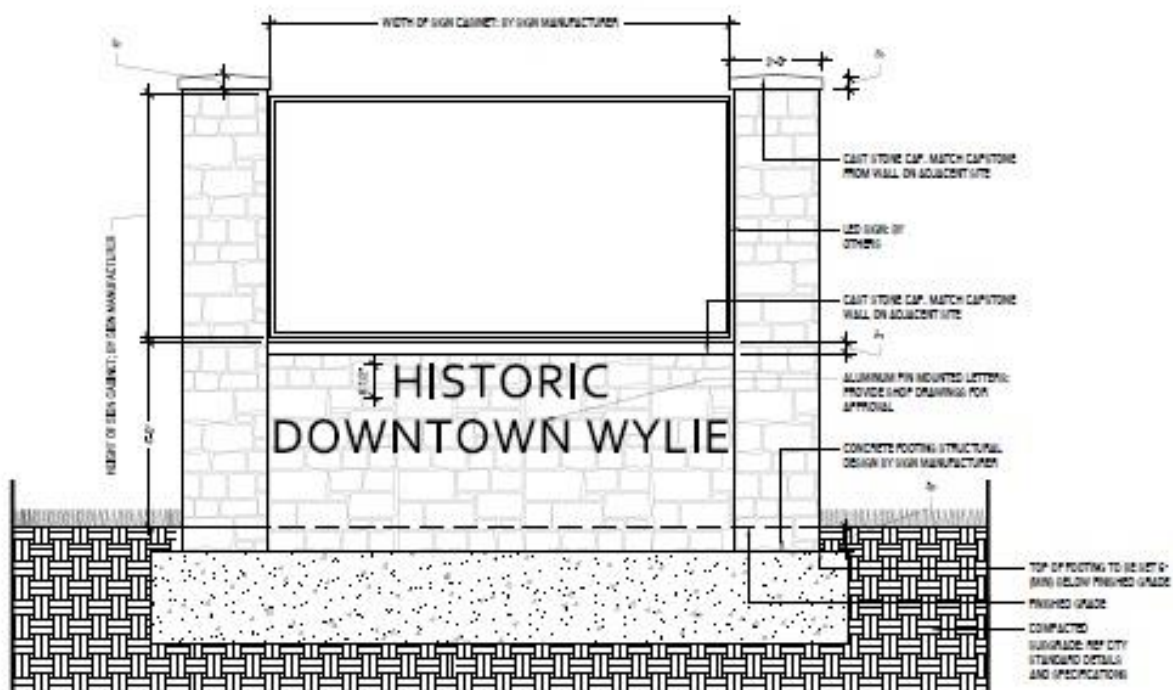
### Discussion

Parks and Recreation staff has been working for the past year with the Public Information Office and Wylie Downtown Merchants Association on a design and location for a new digital sign for Olde City Park. The Parks and Recreation Department and Public Information Office will manage the content for the new board. There is currently a rod iron frame located in Olde City Park that is used to hang banners for events and public information. That board will be removed and the digital sign will be placed closer to Highway 78 on the corner of Highway 78 and Ballard Street. The digital board will feature the latest board technology, and the displayed information can easily be added and updated wirelessly. Sign installation should be completed within the next few months, and be fully operational by summer of 2021. The board will also feature stone accents and compliment other signs in the park and surrounding area.

Staff recommends the approval of the purchase of a monument sign for Olde Sign Park in the estimated amount of \$62,554.00 from Casteel & Associates, Inc. through a cooperative purchasing contract with TASB Buy Board group. 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.

Buy Board Contract #577-18 / City of Wylie Agreement #W2021-66-I

<u>Account Code</u>	<u>Budget</u>	<u>Expense</u>
161-5651-58150	\$70,000	\$62,554.00





# Wylie City Council

## AGENDA REPORT

Department: Finance  
Prepared By: Melissa Beard

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

### Subject

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

### Recommendation

Motion to accept, and place on file, the City of Wylie Monthly Investment Report for March 31, 2021.

### 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 March 31, 2021

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	\$15,399,700.34	MMA	0.0187%	Texpool	12/31/2006	NA
2	\$15,947,433.35	MMA	0.0216%	TexStar	3/15/2011	NA
	\$31,347,133.69					

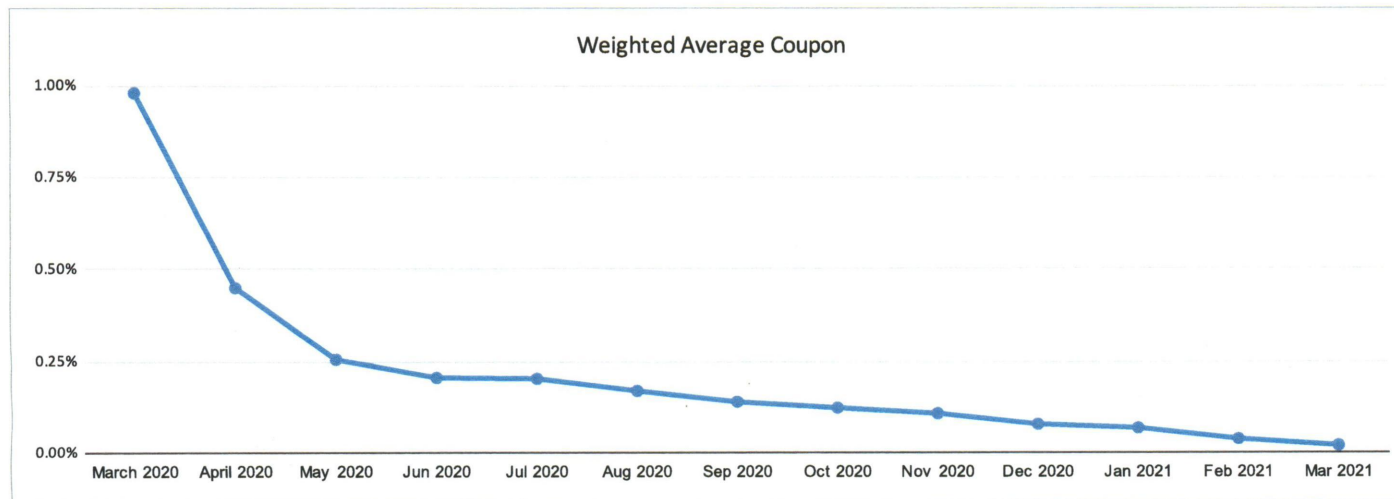
Total

Weighted Average Coupon:  
Weighted Average Maturity (Days):

0.0202%
1.00

Money Markets:  
Certificates of Deposits:

\$31,347,133.69
\$0.00
\$31,347,133.69



*Melina Braced* 4-19-21

Finance Director/Investment Officer





# Wylie City Council

## AGENDA REPORT

Department: Finance  
Prepared By: Melissa Beard

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

### Subject

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

### Recommendation

Motion to accept, and place on file, the City of Wylie Monthly Revenue and Expenditure Report for March 31, 2021.

### 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

March 31, 2021

ACCOUNT DESCRIPTION	ANNUAL BUDGET 2020-2021	CURRENT MONTH ACTUAL 2020-2021	YTD ACTUAL 2020-2021	YTD ACTUAL AS A PERCENT OF BUDGET	Benchmark 50.00%
<b>GENERAL FUND REVENUE SUMMARY</b>					
TAXES	32,899,113	856,591	29,117,718	88.51%	A
FRANCHISE FEES	2,840,000	267,646	1,504,347	52.97%	
LICENSES AND PERMITS	916,852	110,346	484,209	52.81%	
INTERGOVERNMENTAL REV.	4,554,021	192,205	3,328,404	73.09%	B
SERVICE FEES	3,872,224	318,924	1,686,741	43.56%	C
FINES AND FORFEITURES	331,450	30,369	114,033	34.40%	D
INTEREST INCOME	25,000	2,612	8,315	33.26%	E
MISCELLANEOUS INCOME	177,500	12,416	75,294	42.42%	F
OTHER FINANCING SOURCES	2,416,161	110,705	2,509,448	103.86%	
<b>REVENUES</b>	<b>48,032,321</b>	<b>1,901,814</b>	<b>38,828,509</b>	<b>80.84%</b>	
USE OF FUND BALANCE	0	0	0	0.00%	G
USE OF CARRY-FORWARD FUNDS	1,015,111	NA	NA	NA	
<b>TOTAL REVENUES</b>	<b>49,047,432</b>	<b>1,901,814</b>	<b>38,828,509</b>	<b>79.17%</b>	
<b>GENERAL FUND EXPENDITURE SUMMARY</b>					
CITY COUNCIL	95,507	4,092	30,146	31.56%	
CITY MANAGER	1,205,582	86,515	509,286	42.24%	
CITY SECRETARY	423,850	36,024	190,050	44.84%	
CITY ATTORNEY	170,000	9,420	42,797	25.17%	
FINANCE	1,243,879	126,477	605,818	48.70%	
FACILITIES	899,196	77,376	349,012	38.81%	
MUNICIPAL COURT	548,566	32,717	170,640	31.11%	
HUMAN RESOURCES	721,834	46,368	272,262	37.72%	
PURCHASING	206,256	14,583	85,511	41.46%	
INFORMATION TECHNOLOGY	2,011,514	115,317	917,705	45.62%	
POLICE	11,230,854	884,040	4,970,814	44.26%	
FIRE	9,522,116	747,009	4,097,795	43.03%	
EMERGENCY COMMUNICATIONS	2,020,542	91,696	1,004,600	49.72%	
ANIMAL CONTROL	620,751	30,852	196,376	31.64%	
PLANNING	327,506	23,731	139,008	42.44%	
BUILDING INSPECTION	602,724	45,295	268,999	44.63%	
CODE ENFORCEMENT	258,143	16,607	101,438	39.30%	
STREETS	4,480,590	178,212	1,027,516	22.93%	
PARKS	2,593,029	207,466	1,051,030	40.53%	
LIBRARY	2,120,887	142,107	888,712	41.90%	
COMBINED SERVICES	5,234,999	474,467	1,974,984	37.73%	
<b>TOTAL EXPENDITURES</b>	<b>46,538,325</b>	<b>3,390,371</b>	<b>18,894,499</b>	<b>40.60%</b>	
<b>REVENUES OVER/(UNDER) EXPENDITURES</b>	<b>2,509,107</b>	<b>-1,488,557</b>	<b>19,934,010</b>	<b>38.57%</b>	
A. Property Tax Collections for FY20-21 as of March 31, 2021 are 99.08%, in comparison to FY19-20 for the same time period of 98.27%. Sales tax is on a 2 month lag and four months of revenue have been recorded. March 2021 was up 13% compared to March 2020.					
B. Intergovernmental Rev: The majority of intergovernmental revenues come from WISD reimbursements and Fire Services which are billed quarterly. Includes funds for CARES funding that were transferred to General Fund.					
C. Service Fees: Trash fees billed in October are applicable towards FY 2019-20 revenue with the remaining fees coming from other seasonal fees.					
D. Fines and Forfeitures are down 6.6% from March 2020 which is a continuation of the decreasing trend in fines.					
E. The Interest rate has declined from .20% in July 2020 when budget was prepared to .0202% for March 2021.					
F. Yearly transfer from Utility Fund.					
G. Largest Carry Forward items: Energov Software \$225,450, Rowlett Creek Dam Improvements \$110,000. Stone Road Rehab Project \$300,000					

## CITY OF WYLIE

## MONTHLY FINANCIAL REPORT

March 31, 2021

ACCOUNT DESCRIPTION	ANNUAL BUDGET 2020-2021	CURRENT MONTH ACTUAL 2020-2021	YTD ACTUAL 2020-2021	YTD ACTUAL AS A PERCENT OF BUDGET	Benchmark 50.00%
<b>UTILITY FUND REVENUES SUMMARY</b>					
SERVICE FEES	23,921,619	1,649,489	9,139,213	38.20%	H
INTEREST INCOME	18,000	997	4,059	22.55%	
MISCELLANEOUS INCOME	33,000	975	145,952	442.28%	I
OTHER FINANCING SOURCES	0	26,871	0	0.00%	
<b>REVENUES</b>	<b>23,972,619</b>	<b>1,678,332</b>	<b>9,289,224</b>	<b>38.75%</b>	
USE OF FUND BALANCE	0	NA	0	0	
USE OF CARRY-FORWARD FUNDS	1,040,244	NA	NA	NA	J
<b>TOTAL REVENUES</b>	<b>25,012,863</b>	<b>NA</b>	<b>9,289,224</b>	<b>37.14%</b>	
<b>UTILITY FUND EXPENDITURE SUMMARY</b>					
UTILITY ADMINISTRATION	1,360,620	99,849	434,173	31.91%	
UTILITIES - WATER	4,576,213	193,973	830,083	18.14%	
UTILITIES - SEWER	1,381,599	132,095	503,437	36.44%	
UTILITY BILLING	1,178,328	69,860	410,364	34.83%	
COMBINED SERVICES	15,425,292	1,846,137	9,879,912	64.05%	K
<b>TOTAL EXPENDITURES</b>	<b>23,922,052</b>	<b>2,341,914</b>	<b>12,057,969</b>	<b>50.41%</b>	
<b>REVENUES OVER/(UNDER) EXPENDITURES</b>	<b>1,090,811</b>	<b>-663,582</b>	<b>-2,768,745</b>	<b>-13.27%</b>	
H. Most Utility Fund Revenue billed in October was applicable to FY 2019-20.					
I. NTMWD settlement of \$68,400 and \$22K for the scrap water meters.					
J. Largest Carry Forward items: Energov Software \$150,300, Pump Station Backup Generators \$601,370, WW Treatment Plant Decommissioning Design \$100,000					
K. 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

## AGENDA REPORT

**Department:** Purchasing      **Account Code:** 100-5411-54210  
**Prepared By:** Glenna Hayes

### Subject

Consider, and act upon, Resolution No. 2021-09(R), to ratify the emergency purchase of materials and labor for the repairs of the stormwater drainage culvert pipe, and associated soil erosion and road repairs for 6100 Pleasant Valley Road from Moss Utilities, LLC, in the estimated amount of \$67,000.00, and authorizing the City Manager to execute any necessary documents.

### Recommendation

A motion to approve Resolution No. 2021-09(R), to ratify the emergency purchase of materials and labor for the repairs of the stormwater drainage culvert pipe, and associated soil erosion and road repairs for 6100 Pleasant Valley Road from Moss Utilities, LLC, in the estimated amount of \$67,000.00, and authorizing the City Manager to execute any necessary documents.

### Discussion

In the 6100 block of Pleasant Valley Road, the existing culvert which runs under the roadway, shifted allowing the subsoil to drain into the culvert. The shifting of the soil has undermined the roadway, creating a situation of potential road collapsed should the City experience heavy rainfall prior to being repaired. The Streets department received quotes from two contractors that could perform this work within the emergency timeframe; Moss Utilities, LLC for \$67,000 and Zachary Construction Services for \$107,535.00. Staff selected Moss Utilities, LLC to perform emergency repairs of removing/replacing the existing culvert with “like new”, and repairing the roadway and soil damages. Estimated time for repairs is two (2) days. Site inspections and traffic control will be performed by City staff.

Based on project cost and successful completion of prior emergency projects, Staff recommends the ratification of emergency stormwater drainage culvert repairs in the 6100 block of Pleasant Valley Road by Moss Utilities, LLC. Emergency repairs are exempt from competitive bidding when the procurement is necessary to preserve or protect the public health or safety of the municipality’s residents (TX Government Code 252.022.a.2).

**RESOLUTION NO. 2021-09(R)**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WYLIE, TEXAS, TO RATIFY EMERGENCY EXPENSES FOR THE PURCHASE OF MATERIALS, CULVERT, SOIL EROSION AND ROAD REPAIR SERVICES FOR 6100 PLEASANT VALLEY ROAD FROM MOSS UTILITIES, LLC, IN THE ESTIMATED AMOUNT OF \$67,000.00.**

**WHEREAS**, due to unforeseen acts of nature, the integrity of the stormwater drainage culvert pipe that runs underneath 6100 Pleasant Valley Road has been compromised, and must undergo an emergency repair; and

**WHEREAS**, deterioration of the stormwater drainage culvert pipe may compromise the structural integrity of Pleasant Valley Road resulting in its closure in the 6100 block; and

**WHEREAS**, Moss Utilities LLC specializes in the replacement and repair of stormwater drainage culvert pipe services in the amount of \$67,000.00.

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

**SECTION 1:** The Mayor of the City of Wylie, Texas, is hereby authorized to ratify on behalf of the City Council of the City of Wylie, Texas, emergency repairs in the estimated amount of \$67,000.00 as described above; and

**SECTION 2:** This Resolution shall take effect immediately upon its passage.

**DULY PASSED AND APPROVED** by the City Council of the City of Wylie, Texas, this 27th day of April, 2021.

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

**ATTEST TO:**

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



# Wylie City Council

## AGENDA REPORT

Department: Parks and Recreation  
 Prepared By: Robert Diaz

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

### Subject

Lake Lavon Study – Joint work session with Parks and Recreation Board.

### Recommendation

### Discussion

In 2020, the City Council adopted the newest Parks, Recreation, and Open Space Plan. The plan identified priorities for parks and recreation facility development based on citizen, City Council, Parks and Recreation Board, and staff input. Two areas of development identified are various aquatics amenities and park development in and around Lavon Lake.

#### CITY OF WYLIE | PARKS, RECREATION & OPEN SPACE MASTER PLAN

### Wylie Priority Rankings

Rank	Action Plan	High	Moderate	Low
1	Hike/bike/walk trails that are connected throughout the city	◆		
2	Sprayground	◆		
3	Expand amenities at Lavon Lake (fishing, picnicking, swim beach)	◆		
4	Hike/bike/walk nature trails along the lake/dam	◆		
5	Aquatic Center (indoor – leisure area and lap lanes)	◆		
6	Aquatic Center (outdoor – leisure area and lap lanes)	◆		
7	Special events in parks	◆		
8	Additional lighting in parks	◆		
9	Multipurpose sports fields (football, soccer, baseball, softball)	◆		
10	Additional practice fields (football, soccer, baseball, softball)	◆		

The two studies are currently funded in the FY2020-2021 Budget. Both studies will be performed by Dunaway Associates, who were the consultants that completed the adopted Master Plan in 2020.

The first work session held on February 9, 2021 was an opportunity for both the City Council and Parks and Recreation Board to gain insight on the development of facilities in and around Lavon Lake. The work session identified some goals and outcomes for the project.

The consultants with Dunaway Associates will have second work session with the City Council and Parks and Recreation Board on April 27, 2021 with follow up information from the first meeting held in February. The meeting will focus on uses of the USACE property, concept designs, and discussion of operations and potential revenue opportunities. The study timeline will also be discussed in order to possibly provide some needed input back to the newly formed Citizens Bond Committee.





# Lake Parks Master Plan

## East Fork Park & Avalon Park

*Concept Alternatives*

April 27, 2021



# Planning Process

## Data Gathering & Base Mapping

- ✓ *Base Mapping & Kick Off Meeting.....December*
- ✓ *Site Reviews.....December*

## Site Analysis & Facilities Assessment

- ☐ Site Analysis / Opportunities & Constraints Exhibits
- ☐ **PROS** - Facilities Assessment

## Market Analysis & Validation

- ☐ **PROS** - Identify Target Service Markets / Revenue Proj + Programming / Proforma
- ☐ Final Program

## Concept Development

- ☐ Prepare Concept Alternatives
- ☐ Consensus Concept Plan

## Preliminary Master Plan

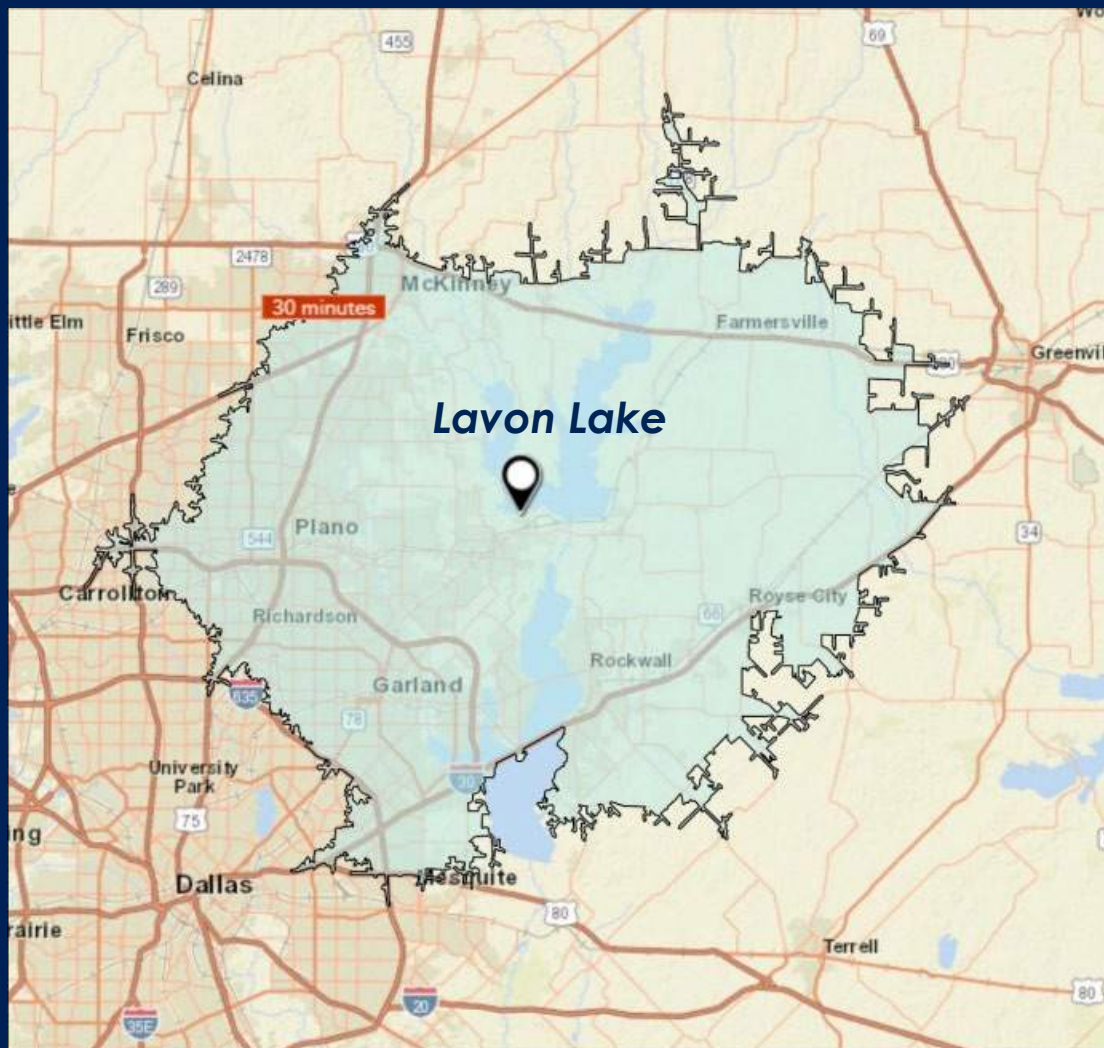
- ☐ Prepare Prelim MP Exhibits
- ☐ Preliminary Budget Projections

## Financial Feasibility Analysis

- ☐ **PROS** – Financial Performance / O&M / Financial Model

## Final Master Plan

# Lavon Lake Market Analysis



Service Area – 30 Minute Drive

- Service Area Demographics
  - ✓ Population
  - ✓ Age Segment
  - ✓ Ethnicity
  - ✓ Income
- National Recreation Trends
  - ✓ Outdoor / Adventure
  - ✓ Camping
- Participation Levels



Hiking  
(Day)  
49.7 Million



Bicycling  
(Road)  
39.4 Million



Fishing  
(Freshwater)  
39.2 Million



Camping  
(<1/4 mi. of Car/Home)  
28.2 Million



Camping  
(Recreational Vehicle)  
15.4 Million

## East Fork - Regional Park

04/27/2021 Item WS1.

Recreation Experience	Core Program Area	Corresponding Facility/Amenity Needed to Support Experience Desired
Archery	Outdoor Recreation	Archery Range
Backpacking	Outdoor Recreation	Primitive Tent Camping Site (optional)
Bicycling (Road)	Exercise and Fitness	Tennis and Pickleball Courts - Outdoors
Birdwatching	Outdoor Recreation	Open Space; Bird Blinds
Boating	Water Sports	Boat Launches
Camping	Outdoor Recreation	RV Spaces with Full Hook-up
Canoeing/Kayaking	Water Sports	Canoe/Kayak Launch - possible
Fishing (Fresh Water)	Outdoor Recreation	Fishing Piers; Docks; accessible
Hiking	Outdoor Recreation	Trails
Horseback Riding	Outdoor Recreation	Equestrian Ring; Trailer Parking; Connection to Equestrian Trails
Jogging/Running	Exercise and Fitness	Trails
Picnicking and Informal Use	Exercise and Fitness	Picnic Shelters; Playgrounds; Sand Volleyball Courts; Open Space;
Special Events - External	Special Events	Reservable Venues - Indoor Outdoor Event Pavilion
Special Events - Internal	Special Events	Amphitheater; Open Space; Food Truck spaces
Walking for Exercise	Exercise and Fitness	Trails

## Avalon - Neighborhood Park

Recreation Experience	Core Program Area	Corresponding Facility/Amenity Needed to Support Experience Desired
Bicycling (Road)	Exercise and Fitness	Tennis and Pickleball Courts - Outdoors
Birdwatching	Outdoor Recreation	Open Space; Bird Blinds
Fishing (Fresh Water)	Outdoor Recreation	Fishing Piers; Docks; accessible
Hiking	Outdoor Recreation	Trails
Jogging/Running	Exercise and Fitness	Trails
Picnicking and Informal Use	Exercise and Fitness	Picnic Shelters; Playgrounds; Sand Volleyball Courts; Open Space;



# *Concept Imagery*



# Concept Images – RV Camping

04/27/2021 Item WS1.





# Concept Images – Cabin Rentals

04/27/2021 Item WS1.





# Concept Images - Glamping & Retro RV Camping

04/27/2021 Item WS1.





# Concept Images - Primitive Camping



04/27/2021 Item WS1.





# Concept Images – Equestrian Use

04/27/2021 Item WS1.





# Concept Images - Camping Support Amenities

04/27/2021 Item WS1.





# Concept Images – Day Use





# Concept Images – Civic Activities Lawn

04/27/2021 Item WS1.





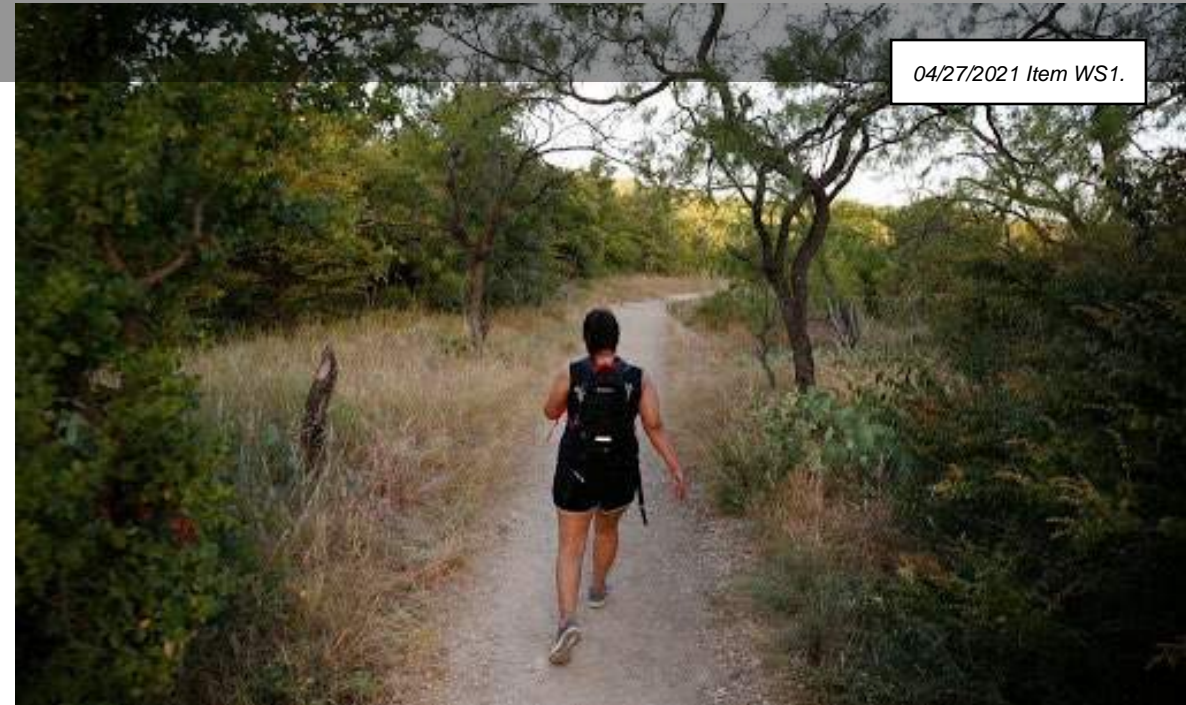
Concept Images – Special Events

04/27/2021 Item WS1.





# Concept Images – Trails



04/27/2021 Item WS1.









Concept Images – Boating / Fishing / Lake Access

04/27/2021 Item WS1.





# ***East Fork Park***

*...Camping Focus with Supporting Activities*



# East Fork Park Program

## RV / CAMPING

- Upgraded RV Slips
- Luxury Pull Through Slips
- Cabin Rentals
- Primitive Camping Site
- Glamping / Themed Campsites
  - *Equestrian / Trailers Camp Sites*
  - *Yurts w/ Climate Control*
  - *“Retro” Camping w/ Vintage Campers*
- Support Facilities
  - *General Parking*
  - *Restrooms / Shower*
  - *Camp Store*
  - *Wi-Fi / Electrical*
  - *Upgraded Gates / Gatehouse Attendant Booth*
  - *Attendant Slip*
  - *Wayfinding Signage*
  - *Hard & Soft Surface Trail Connections*
  - *Wayfinding / Distance + Heart Healthy Trail Markers*
  - *Interpretive Signage*

## DAY ACTIVITIES & AMENITIES

- Archery Range / Horseshoe Pits / Outdoor Ping Pong Tables
- Open Space / Lawn Games
- Group Picnic Shelters
- Individual Day Use Shelters
- Playground(s)
- Sand Volleyball Courts
- Tennis / Pickleball Court
- Half Basketball Court
- Outdoor Fitness Equipment
- Outdoor Learning
  - *Interpretive Signage*
  - *Birdwatching / Bird Blinds*
- Special Event Space – Internal
  - *Small Performance Stage*
  - *Event Lawn (Movie Nights in the Park, Live Music, etc.)*
  - *Food Truck Spaces*
- Special Event Space - External
  - *Classic Car Shows*
  - *Walk + Run 5k / 10k / Triathlon Events*
  - *Scavenger Hunts*
  - *Other*

## BOATING / FISHING / LAKE ACCESS

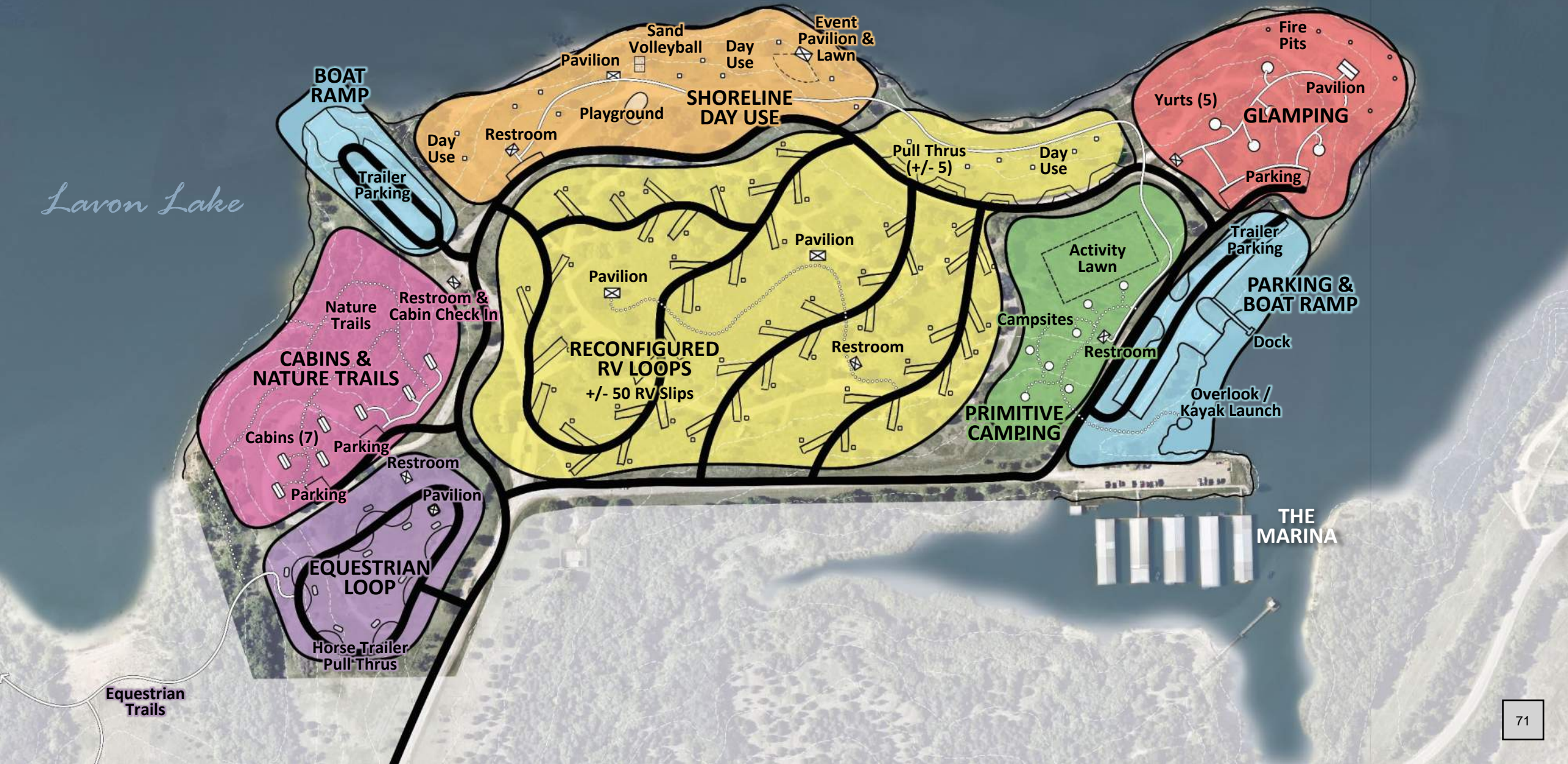
- Upgraded Boat Ramp & Parking
- Canoe / Kayak Launch(es)
- Fishing Piers / Docks
- Branding of Camping Loop / Areas / Trails





# Concept A

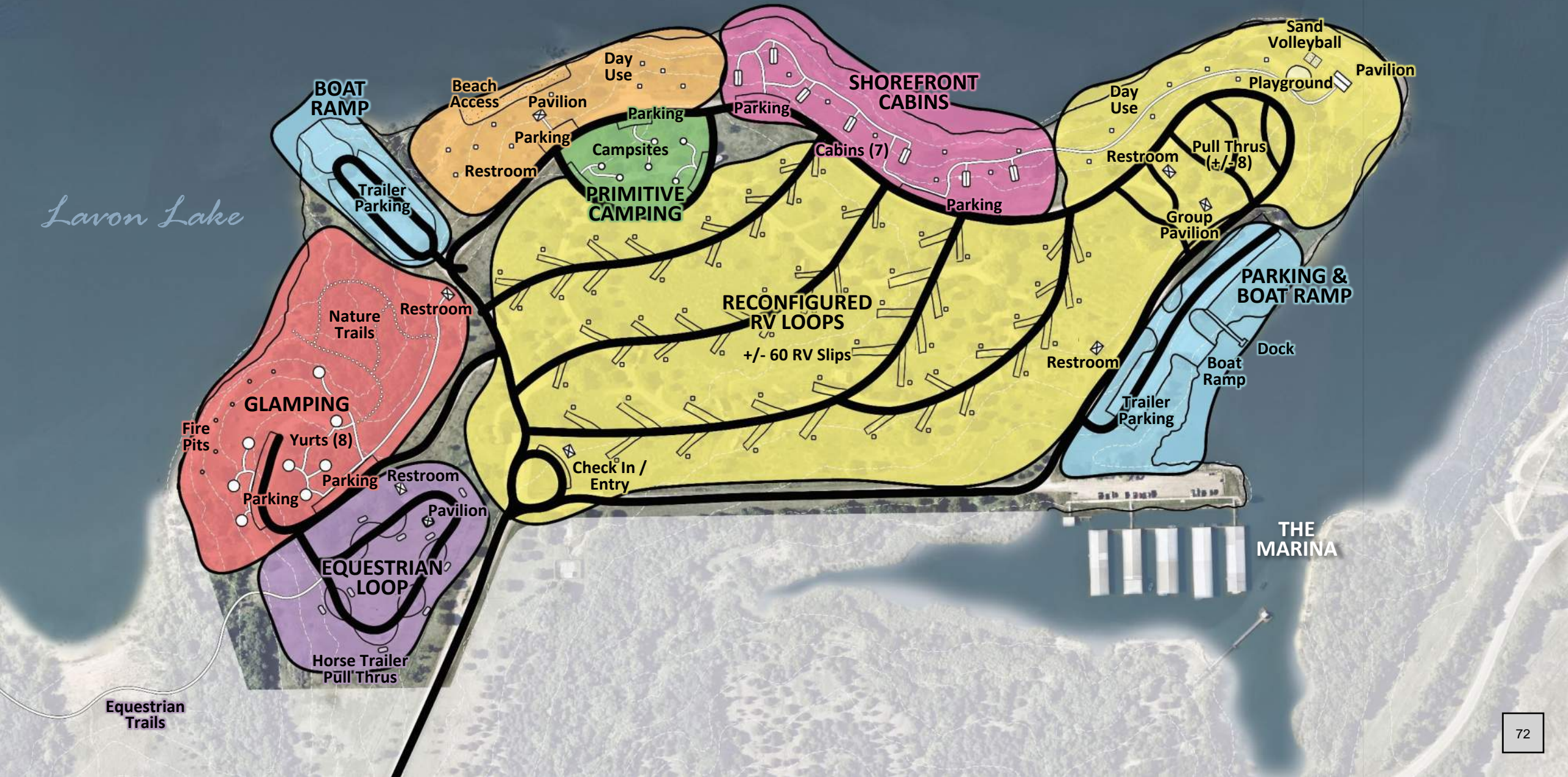
04/27/2021 Item WS1.





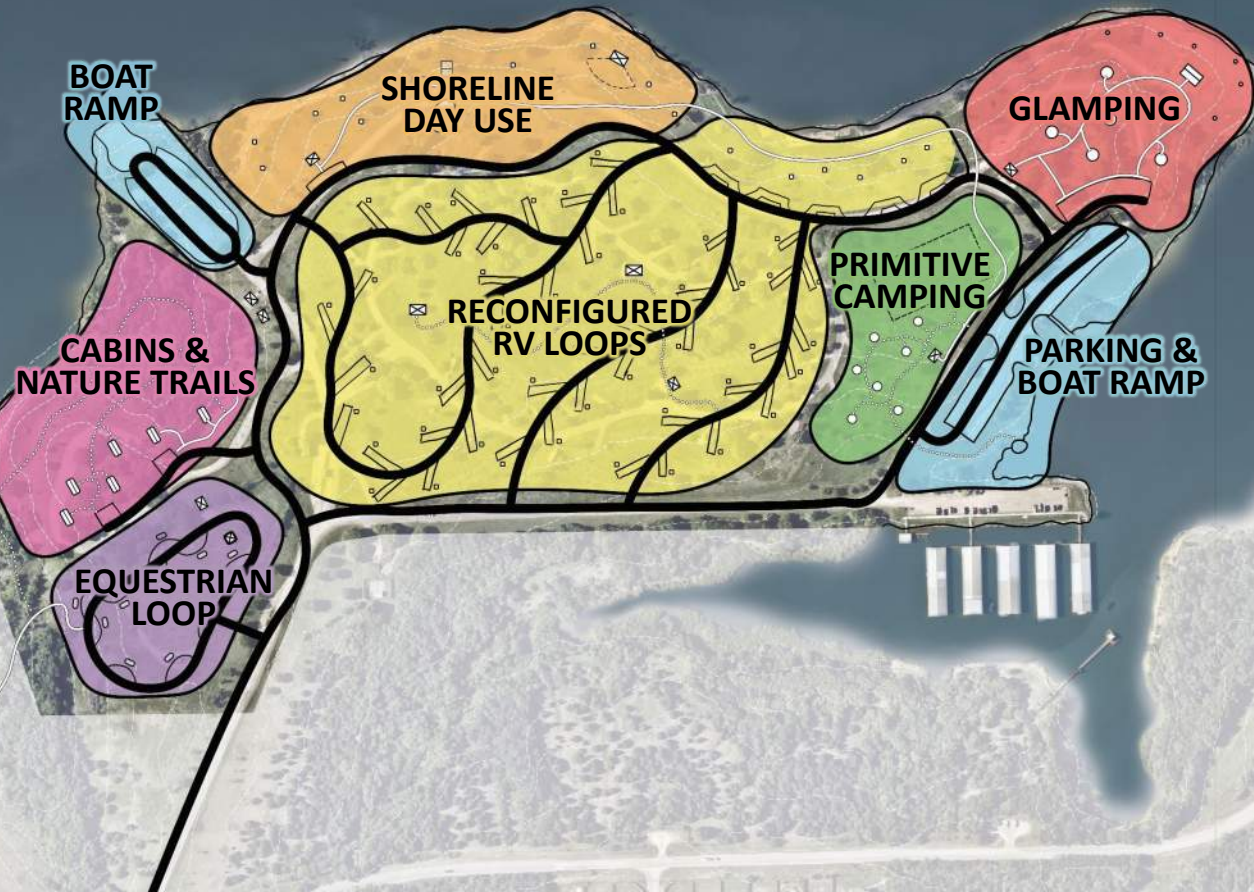
# Concept B

04/27/2021 Item WS1.

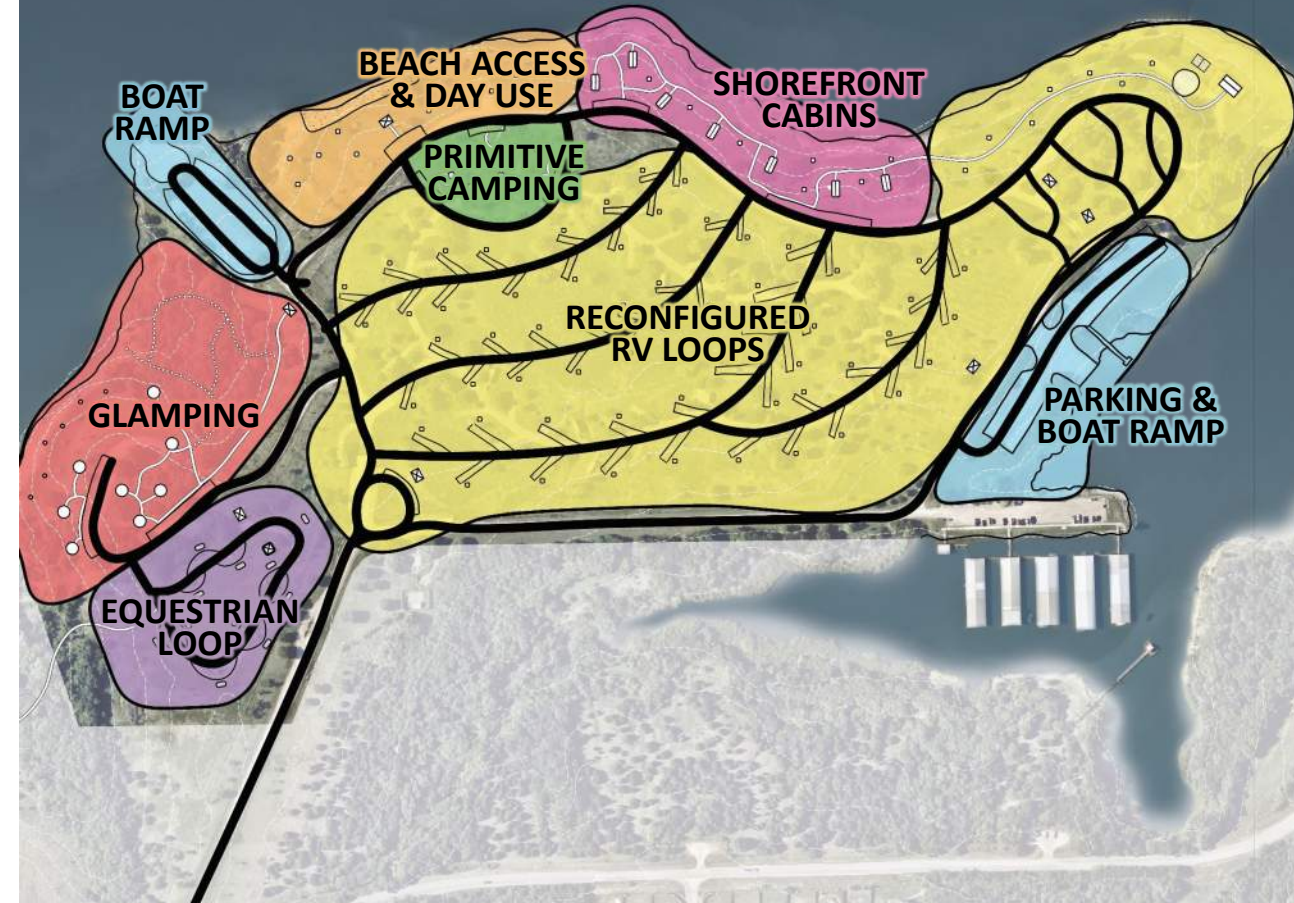




A



B





# **Avalon Park**

...Wylie's Community Park for  
Lakefront Gatherings & Events



# Avalon Park Program

## DAY USE ACTIVITIES / SUPPORT

- Group Picnic Shelter(s)
- Individual Day Use Shelters w/ Grills
- Horseshoe Pits / Sand Volleyball Courts
- Playground(s)
- Outdoor Fitness Hub w/ Lake Views
- Restroom(s)

## EVENTS & RENTALS

- Event Pavilion Rental
  - Weddings
  - Church Picnics
  - Family Reunions
- Overlook / Deck with Lake Views
- Civic Gatherings
  - Small Performance Stage w/ Event Lawn
- Vendor Spaces
  - Food Truck Events
  - Kayak Rentals
- Outdoor Learning / Classroom Space
  - Learn to Fish Classes
  - Boating Education Courses
  - Birdwatching / Bird Blinds
  - Interpretive Signage (Flora / Fauna / Hydrology / Dam)

## BOATING / FISHING / LAKE ACCESS

- Upgraded Boat Ramp & Parking
- Upgraded Parking Access to Dam Area Fishing
- Canoe / Kayak Launch(es) – North Park Only
- Fishing Piers / Docks
- Shoreline Fishing
- Fish Cleaning Station
- Crappie House

## TRAILS & CONNECTIONS

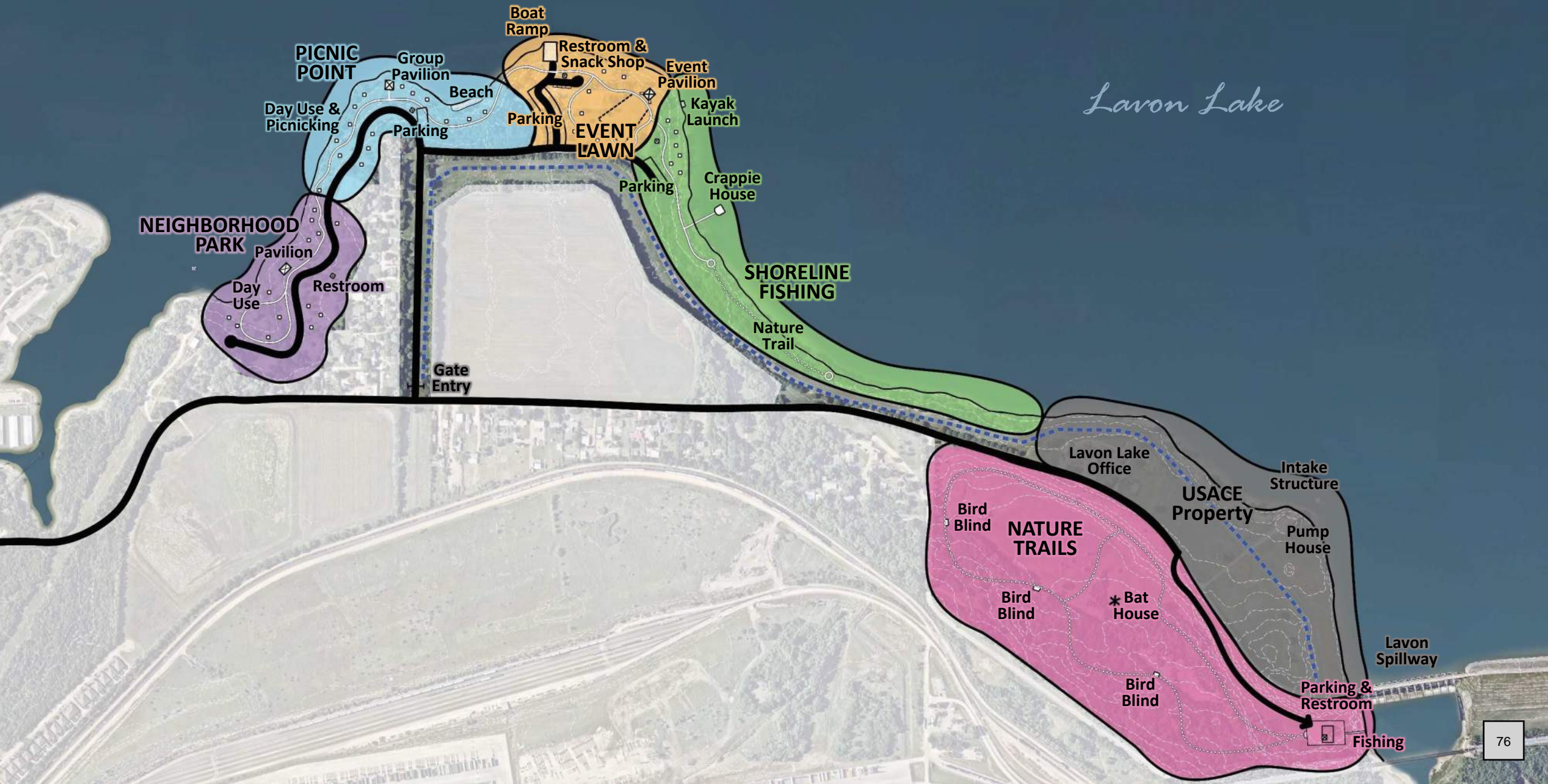
- Citywide Trail Connection
- Hard Surface Shared-Use Trails
- Soft Surface Nature Paths
- Wayfinding / Distance + Heart Healthy Trail Markers
- Paddling Trail Access
- Boardwalks / Shoreline Overlooks

## USACE

- Buffer between Park Activities & USACE Facility
- Preserved Environmental / Wooded Area

# Concept A

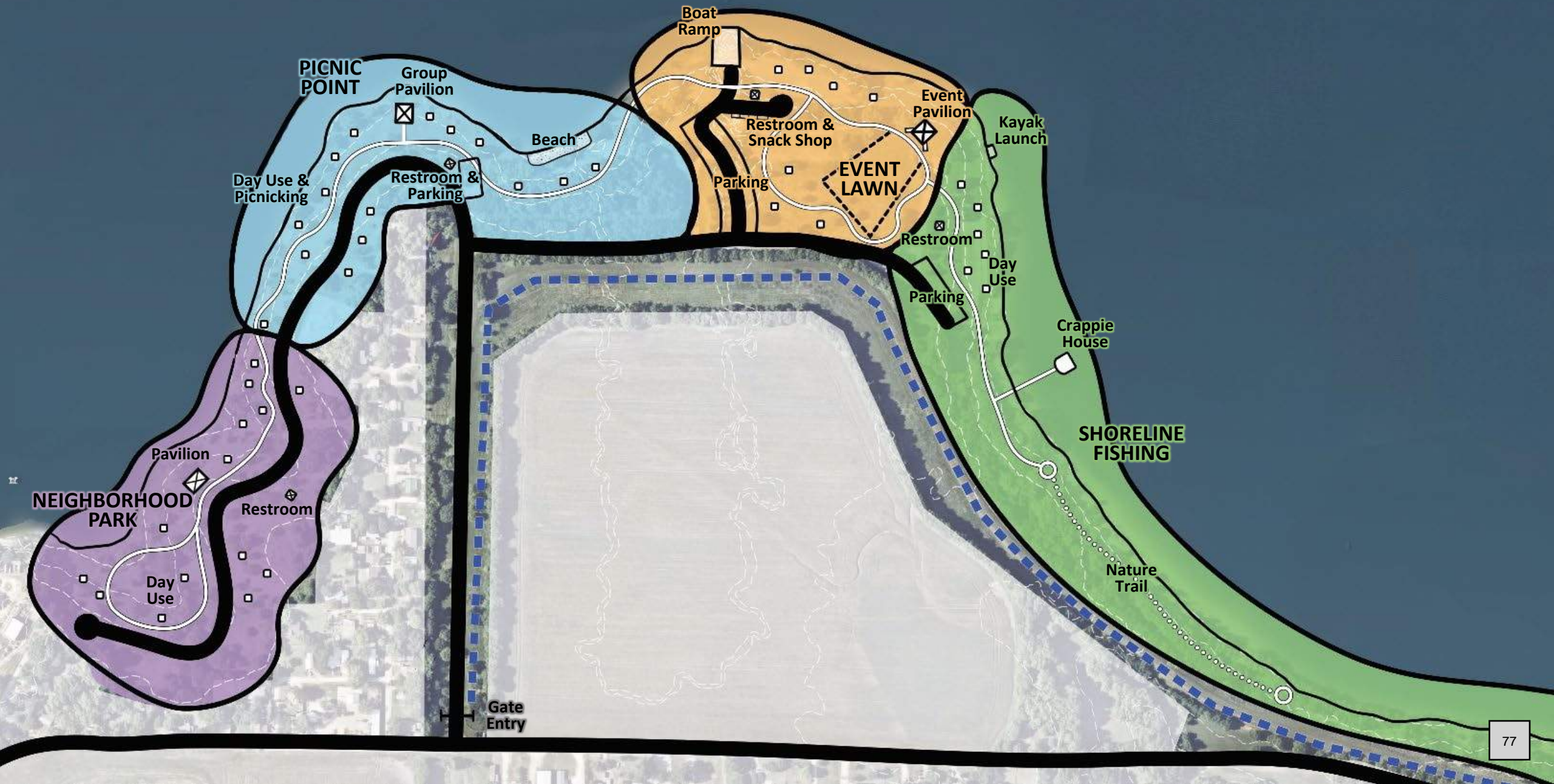
04/27/2021 Item WS1.





# Concept A Enlargement

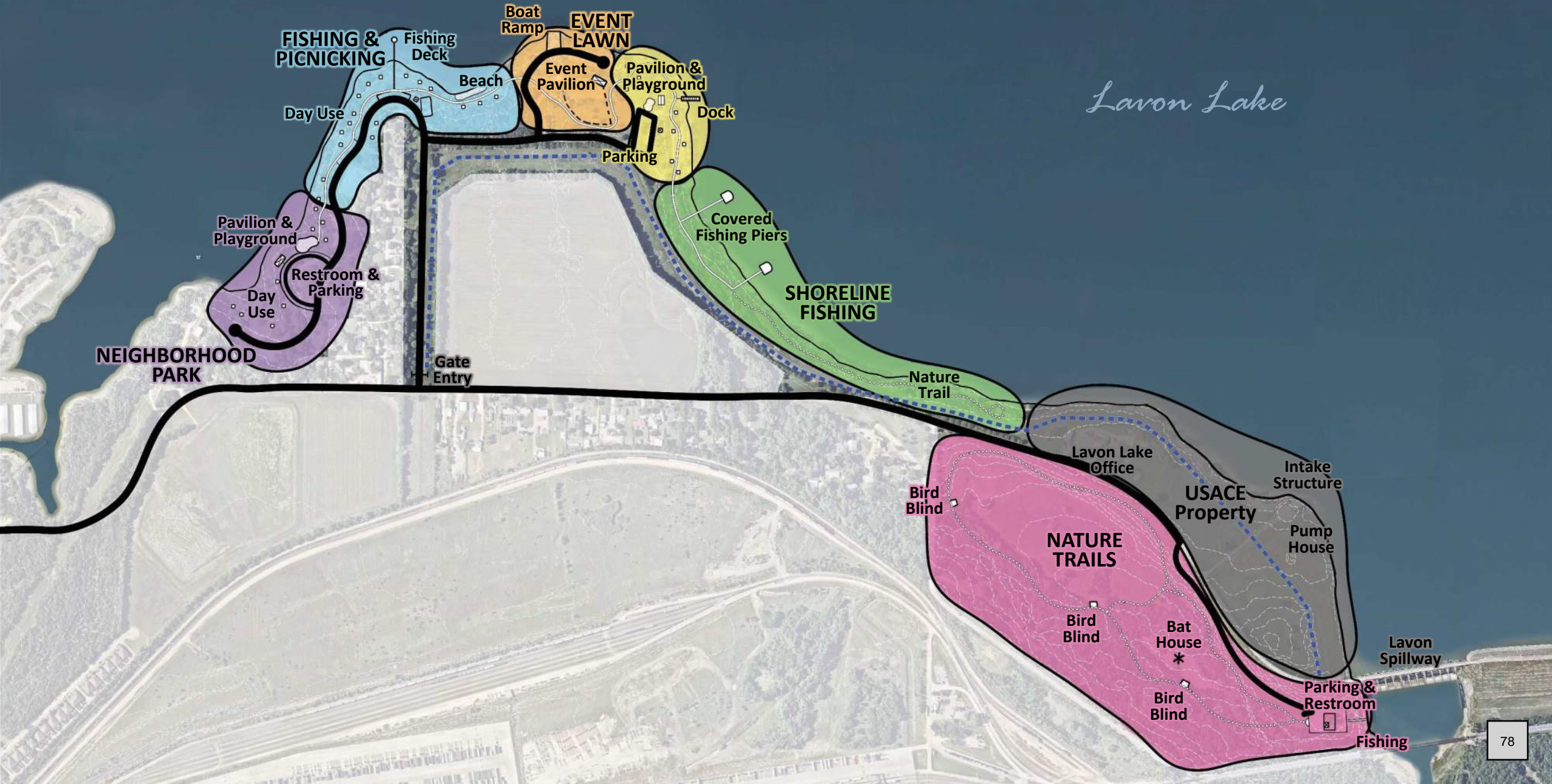
04/27/2021 Item WS1.





# Concept B

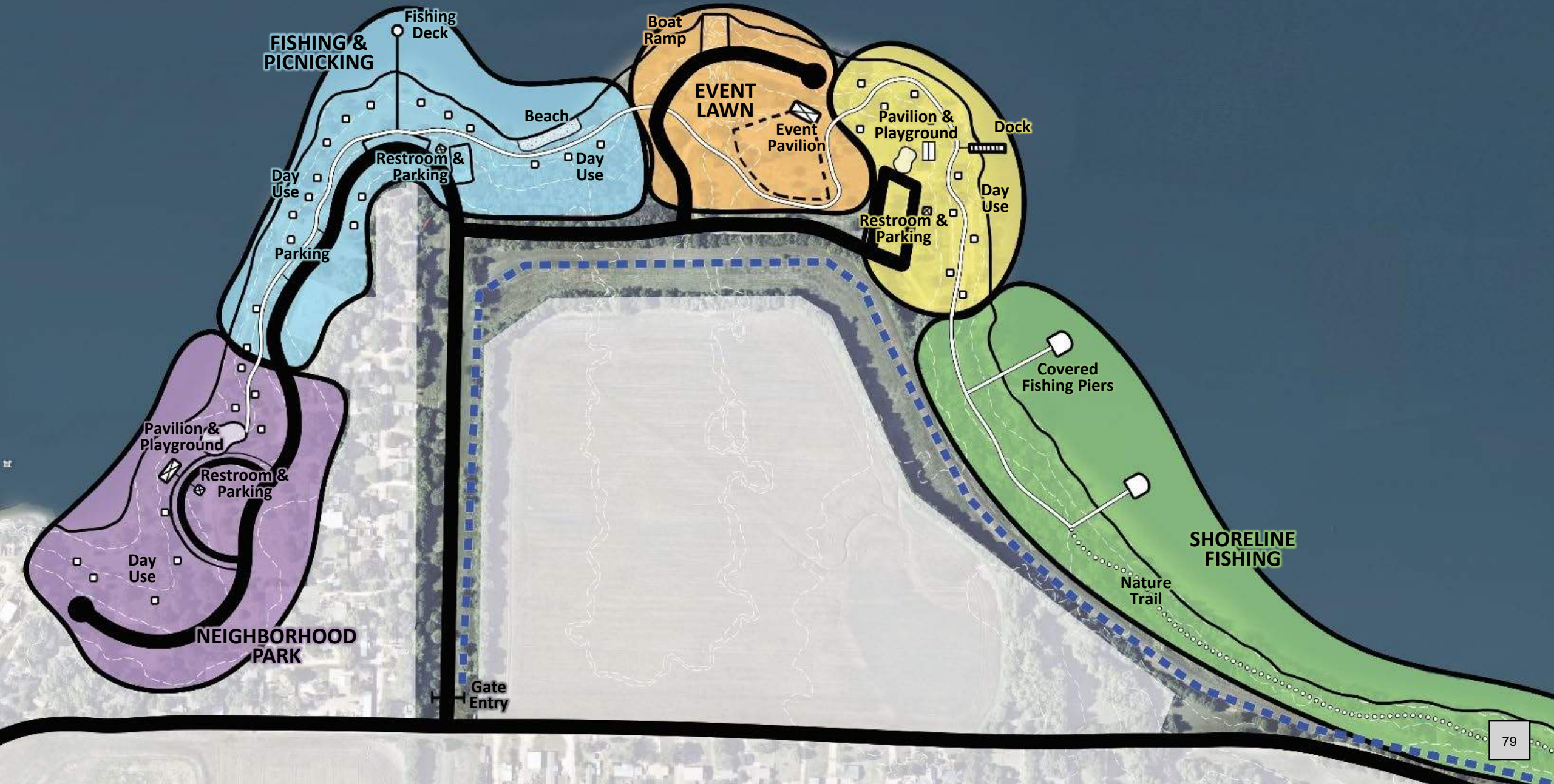
04/27/2021 Item WS1.





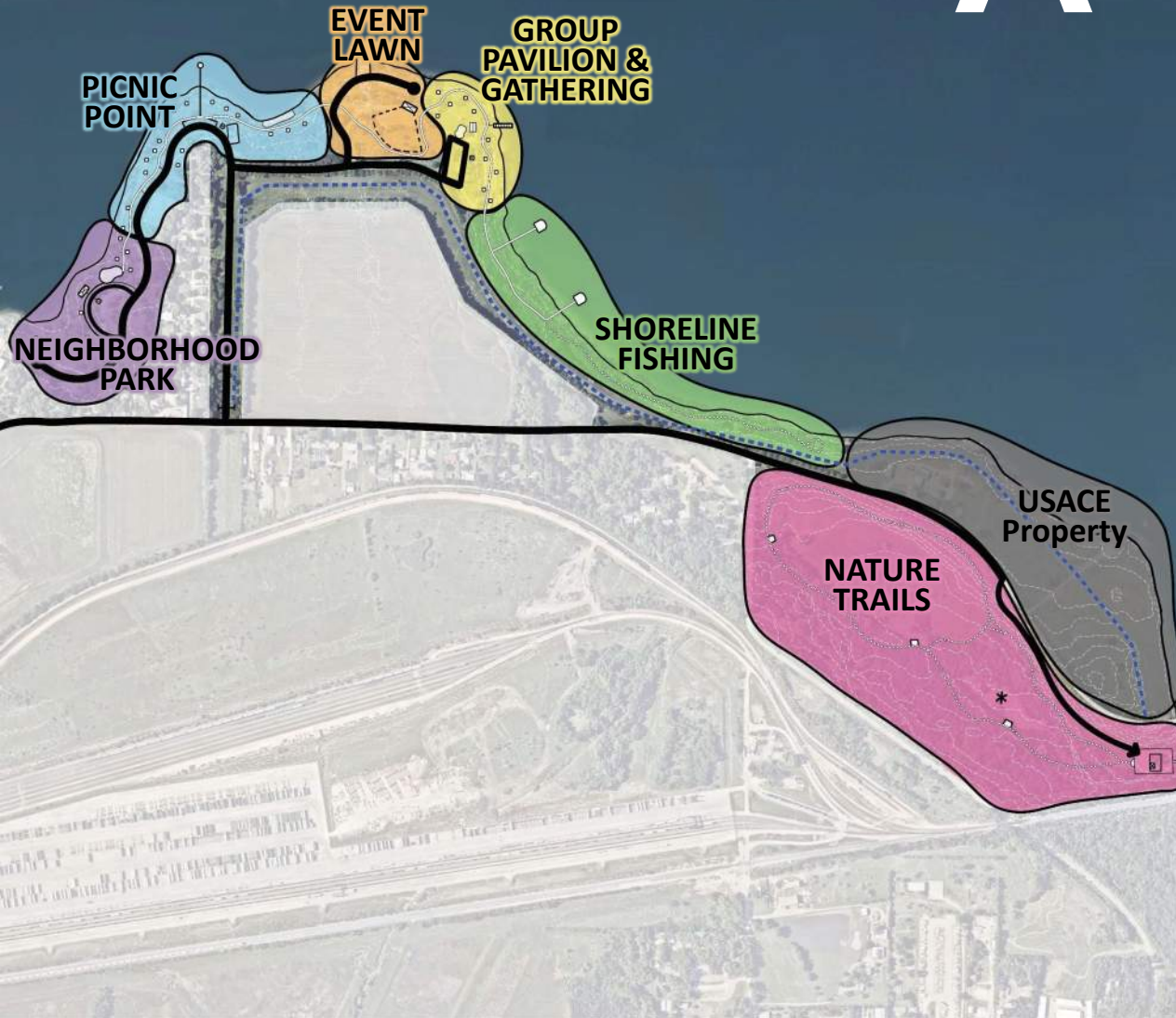
# Concept B Enlargement

04/27/2021 Item WS1.

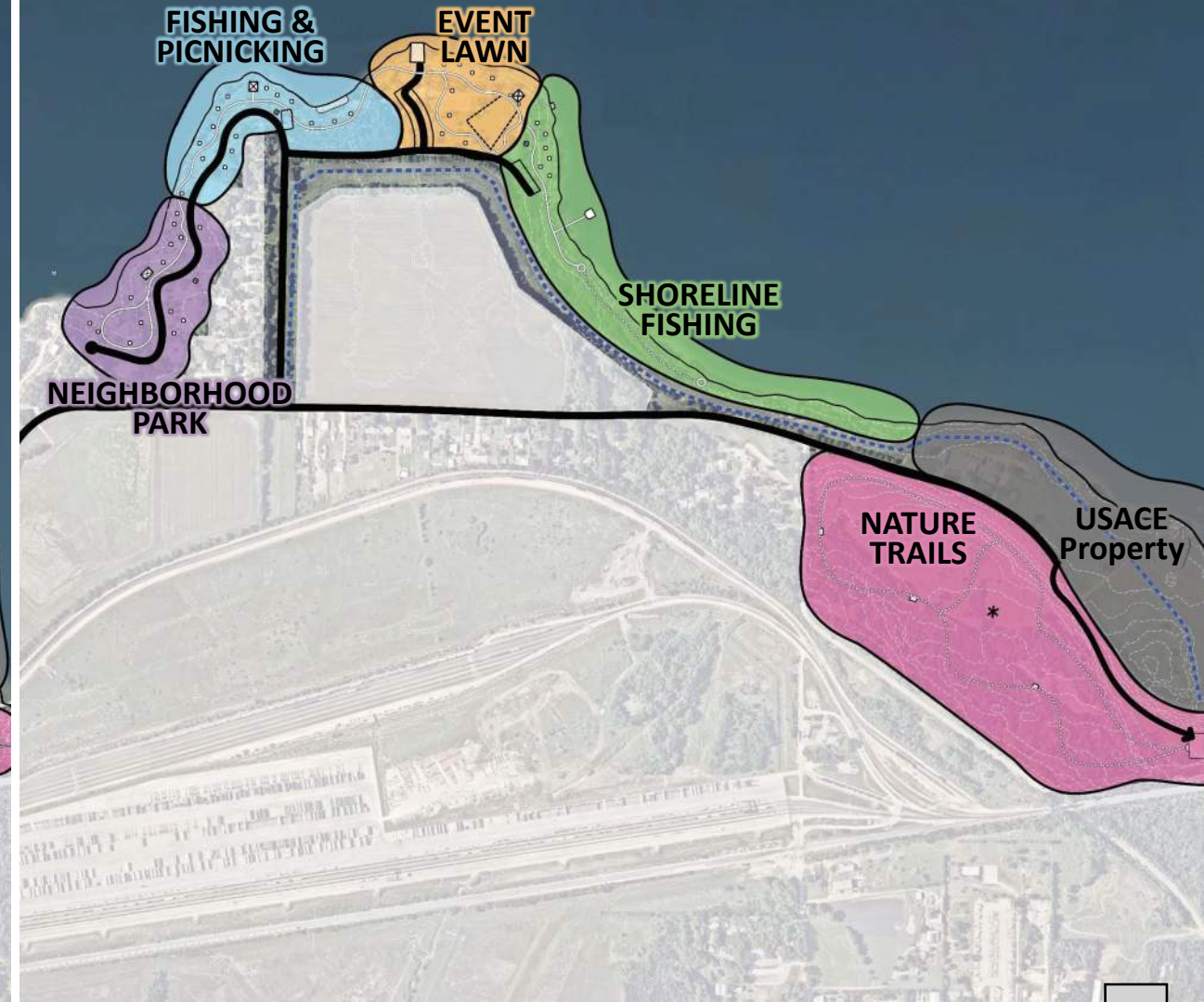




# A



# B



# Next Steps

## Data Gathering & Base Mapping

- ✓ *Base Mapping & Kick Off Meeting.....December*
- ✓ *Site Reviews.....December*

## Site Analysis & Facilities Assessment

- ☐ Site Analysis / Opportunities & Constraints Exhibits
- ☐ **PROS** - Facilities Assessment

## Market Analysis & Validation

- ☐ **PROS** - Identify Target Service Markets / Revenue Proj + Programming / Proforma
- ☐ Final Program

## Concept Development

- ☐ Prepare Concept Alternatives
- ☐ Consensus Concept Plan

## Preliminary Master Plan

- ☐ Prepare Prelim MP Exhibits
- ☐ Preliminary Budget Projections

## Financial Feasibility Analysis

- ☐ **PROS** – Financial Performance / O&M / Financial Model

## Final Master Plan



# Wylie City Council

## AGENDA REPORT

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

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

### Subject

Hold a Public Hearing, consider, and act upon, a change of zoning from Agricultural District (AG/30) to Planned Development - Townhouse District (PD-TH), to allow for single family attached residential development on 1.83 acres, generally located at the southwest corner of Brown Street and W.A. Allen Boulevard. (ZC2021-10)

### Recommendation

Motion to recommend approval to a change of zoning from Agricultural District (AG/30) to Planned Development - Townhouse District (PD-TH), to allow for single family attached residential development on 1.83 acres, generally located at the southwest corner of Brown Street and W.A. Allen Boulevard. (ZC2021-10)

### Discussion

**OWNER: Absar LLC**

**ENGINEER: ND & Associates**

The applicant is requesting to rezone 1.83 acres located on the southwest corner of Brown Street and W.A. Allen Blvd. The property is currently zoned Agricultural. The reason for the requested rezoning to a Planned Development is to allow for 14 townhouse units on individually platted lots with additional landscaped screening and enhanced decorative garage entries.

The applicant withdrew a similar zoning request for Townhome District zoning in early 2021 due in part to public hearing comments requesting landscape screening for neighboring residential properties. As the City's Zoning Ordinance does not require landscaped screening between residential properties, the requested screening could not be required with the original straight zoning request. The requirements of the Planned Development in this request allows for the landscaping screening to be tied to the requirements of the development for the subject property.

The landscaped screening consists of evergreen trees native to the North Texas areas to be planted on a 30'-40' spacing in accordance with the zoning exhibit, thereby providing screening to the residential properties to the south and west. The HOA CCR's shall require landscaping to be maintained and replaced as needed and an easement shall be provided to facilitate such. In addition, all open space areas and common space lots are to be owned and maintained by the property owners HOA.

The proposed development meets all other TH District zoning requirements including lot size, unit size, and full-size garages.

In addition to the zoning exhibit, the applicant has provided utility and drainage exhibits to demonstrate the feasibility of the project.

A building materials Development Agreement for this property was approved by Council in February 2020 and has been executed.

The properties adjacent to the subject property are zoned agricultural to the north, single-family residential to the west and south. The properties to the east are zoned neighborhood services and single-family residential. The subject property lies within the Sub-Urban Sector of the Comprehensive Land Use Plan. The proposed zoning and use are compatible with the Plan.

Notifications/Responses: 23 notifications were mailed; with four responses received in opposition and none in favor of the request.

**P&Z Commission Discussion**

After some discussion and a vote of 3-3 that failed to recommend approval, the Commission reconsidered the item and voted 5-1 to recommend approval with the condition the number of units be reduced from 16 to 14.



# Locator Map

04/27/2021 Item 1.

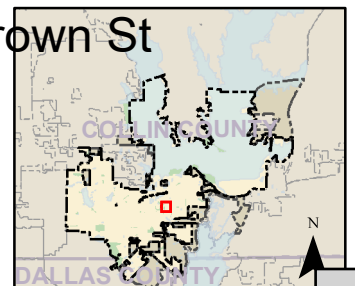


ZC 2021-10; Garden Square Townhomes; 1012 E Brown St

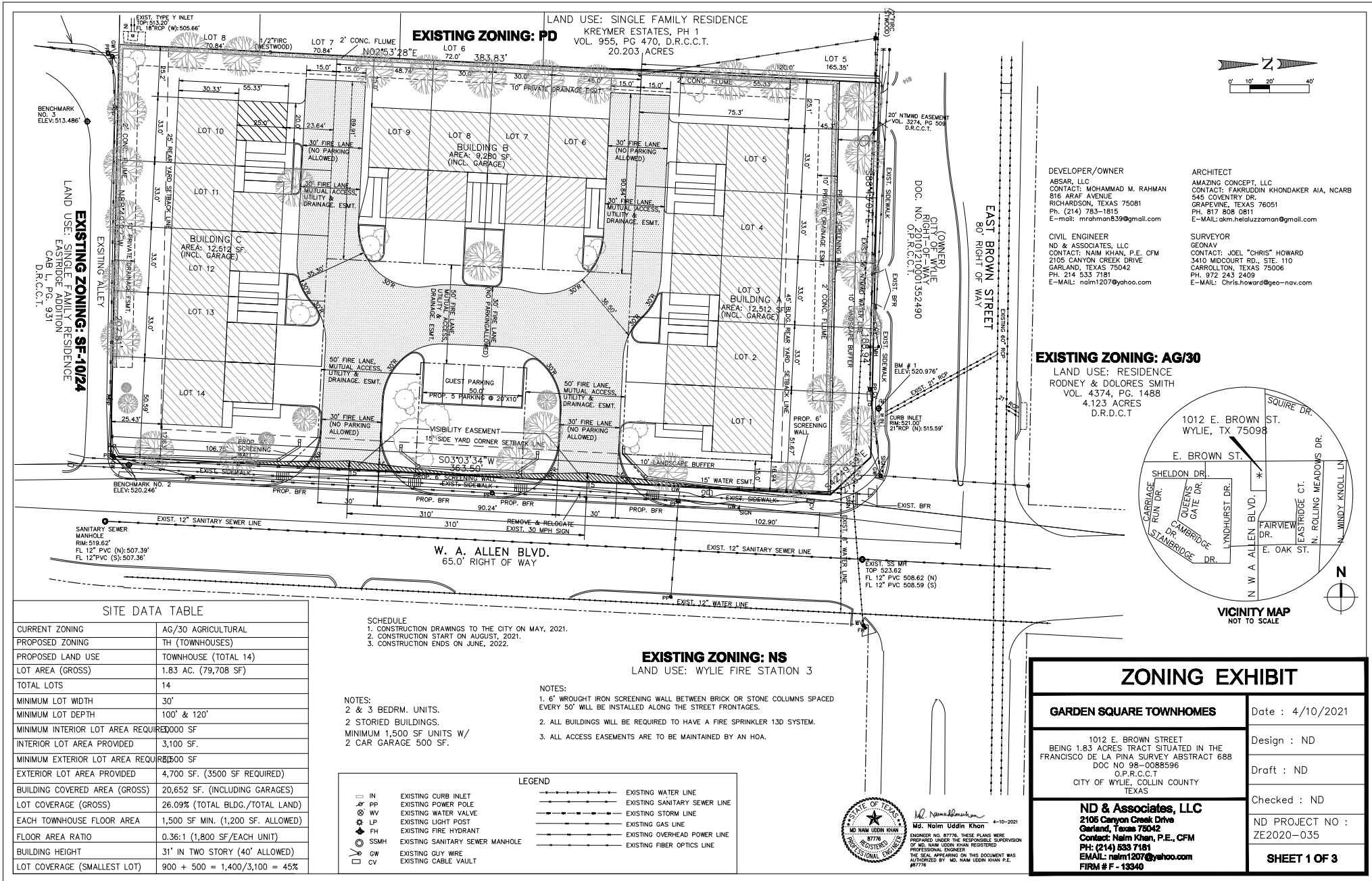


Subject Property

0 125 250 500 750 1,000 Feet







REV.	TRADE	SHEET	DESCRIPTION
	ARCHITECTURAL	A101	LOCATION, SHEET INDEX & PROPOSED SITE PLAN
		A101	FIRE HOSE REACH PLAN
		A201	NOT INCLUDED
		A202	NOT INCLUDED
		A203	NOT INCLUDED
		A204	NOT INCLUDED
	CIVIL	A501	BLDG. 'A' EXTERIOR ELEVATIONS
		A502	BLDG. 'B' EXTERIOR ELEVATIONS
		A503	BLDG. 'C' EXTERIOR ELEVATIONS
	CIVIL	C1	ZONING EXHIBIT
		C2	CONCEPT UTILITY
		C3	CONCEPT DRAINAGE

## CODE DATA

## GENERAL INFORMATION:

ZONING CHANGE REQUEST : AG/30 TO TOWNHOUSE DISTRICT

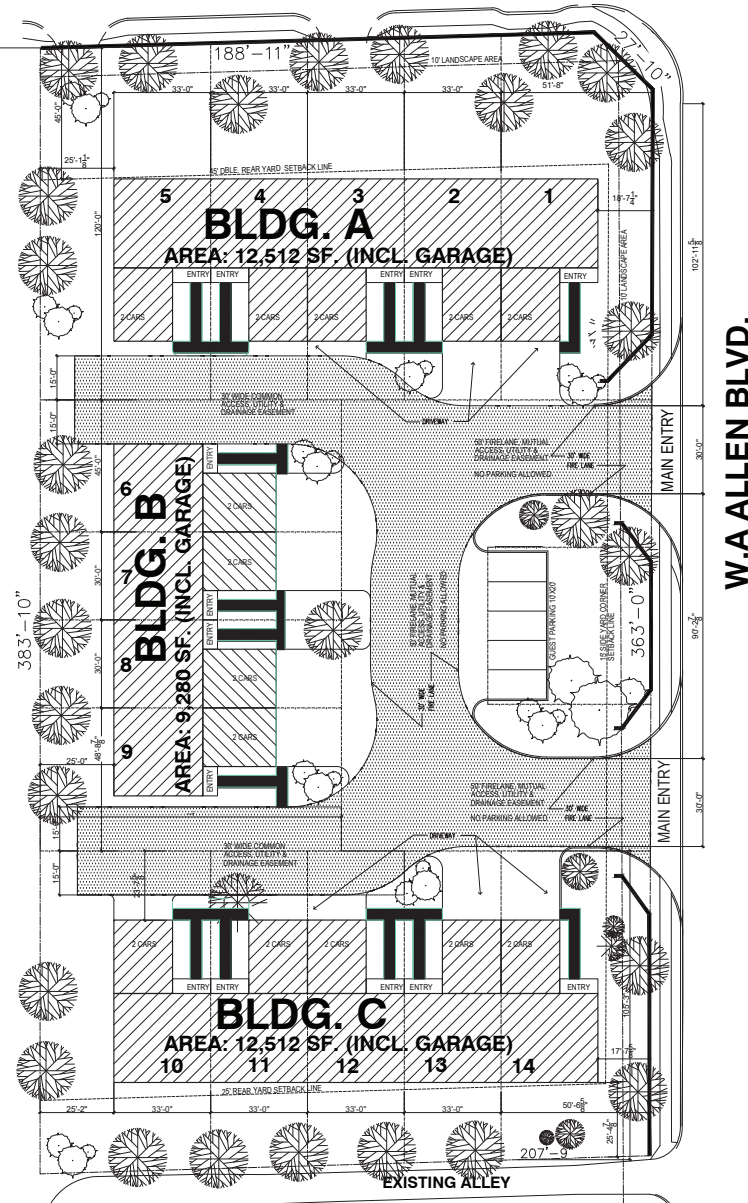
CODE TYPE :  
ALL CURRENT LOCAL AMENDMENTS ARE ALSO PART OF THE FOLLOWING CODES:

BUILDING CODE : IRC 2015  
 OCCUPANCY TYPE : R4 TOWNHOUSES  
 TYPE OF CONSTRUCTION : TYPE V-B (PROTECTED)  
 130 FIRE SPRINKLER SYSTEM IN ALL BUILDINGS.

## SITE DATA TABLE

DESCRIPTION	
PRESENT ZONING	AG/30 AGRICULTURAL
PROPOSED ZONING	TH (TOWNHOUSES)
LAND AREA	1.83 AC. (79,708 SF.)
BUILDING COVERED AREA (GROSS)	20,652 SF. (INCLUDING GARAGES)
LOT COVERAGE (GROSS)	26.09% (TOTAL BLDG./TOTAL LAND)
EACH TOWNHOUSE FLOOR AREA	1,500 SF. MIN. (1,200 SF. ALLOWED)
FLOOR AREA RATIO	0.60:1 (1,800 SF. / EACH UNIT)
BUILDING HEIGHT	31' IN TWO STORY (40' ALLOWED)
EXTERIOR LOT AREA	4,700 SF. (3,500 SF. MIN. NEEDED)
INTERIOR LOT AREA	3,100 SF. (3,000 SF. MIN. NEEDED)
LOT COVERAGE (SMALLEST LOT)	900 + 500 = 1,400/3,100 = 45%

## E. BROWN ST.



## 02 VACINITY MAP

SCALE: N.T.S.

1012 E. BROWN ST.  
Wylie, Tx 75098

LAND AREA: 1.8298 ACRES  
 PROPOSED 14 TOWNHOMES  
 LOT WIDTH: 30' MIN.  
 LOT DEPTH: 100' MIN.  
 LOT AREA: 3,000 SF. MIN.  
 CORNER LOT AREA: 3,500 SF. MIN.

2 & 3 BEDRM. UNITS.  
 2 STORED BUILDINGS.  
 MINIMUM 1,500 SF. UNITS W/  
 2 CAR GARAGE 500 SF.

## CONTACTS:

**OWNER/DEVELOPER**  
 ABSAR LLC  
 MOHAMMED MUHAMMAD RAHMAN  
 816 Araf Avenue  
 Richardson, TX 75081  
 PHONE: 214-783-1815  
 Email: mrahman839@gmail.com

**ARCHITECT:**  
 FORULUDIN KHONDOKER AIA, NCARB  
 AMAZING CONCEPT LLC  
 545 COVENTRY DR.  
 Grapevine, TX 76051  
 CONTACT: (817) 808-0811  
 AHMED HELALUZZAMAN  
 Designer  
 Email: ahmed.helaluzzaman@gmail.com

**SUBMITTER**  
 GEORGE  
 3401 MIDCOURT RD., STE. 110  
 Carrollton, TX 75006  
 PHONE: (972) 243-2409  
 CONTACT: NADIM KHAN, P.E. CFM  
 Email: Chrishaward@geo-nev.com

**CIVIL ENGINEER**  
 NO & ASSOCIATES, LLC  
 2105 CANYON CREEK DR.  
 GARLAND, TX 75042  
 PHONE: (214) 533-7181  
 CONTACT: NADIM KHAN, P.E. CFM  
 Email: Nadim1207@yahoo.com

## TYPICAL SITE PLAN NOTES:

1. ALL UTILITY SERVICES NEEDS TO BE VERIFIED  
REFER TO CIVIL & MEP DRAWINGS.
2. REFER TO CIVIL DRAWINGS FOR FINAL GRADING.
3. REFER TO CIVIL & SURVEY DRAWINGS FOR  
LAND BOUNDARY & AREA.
4. REFER TO CIVIL FOR ROAD CURBS, DETAILS &  
UNDERGROUND UTILITY LOCATIONS.
5. REFER TO CIVIL FOR ADDITIONAL PROJECT DATA.
6. ALL ACCESS & EASEMENTS TO BE MAINTAINED BY  
HOME OWNERS ASSOCIATION (HOA).

## 01 SITE PLAN (Revised)

SCALE: 1" = 20'-0"

04.08.2021

**OWNER:**  
 ABSAR LLC  
 Mohammad M. Rahman  
 816 Araf Avenue, Richardson, Tx 75081  
 PHONE: 214-783-1815  
 EMAIL: mrahman839@gmail.com

**PROJECT:**  
 GARDEN SQUARE TOWNHOMES  
 1012 E. Brown St., Wylie, Tx 75098

**REVISIONS:**


**ARCHITECT OF THE RECORD:**  
 Foruludun Khondoker AIA, NCARB  
 Oculus Architects, Inc.  
 1400 West Branch St.  
 North Platte, NE 68901  
 Tel: (408) 288-9891

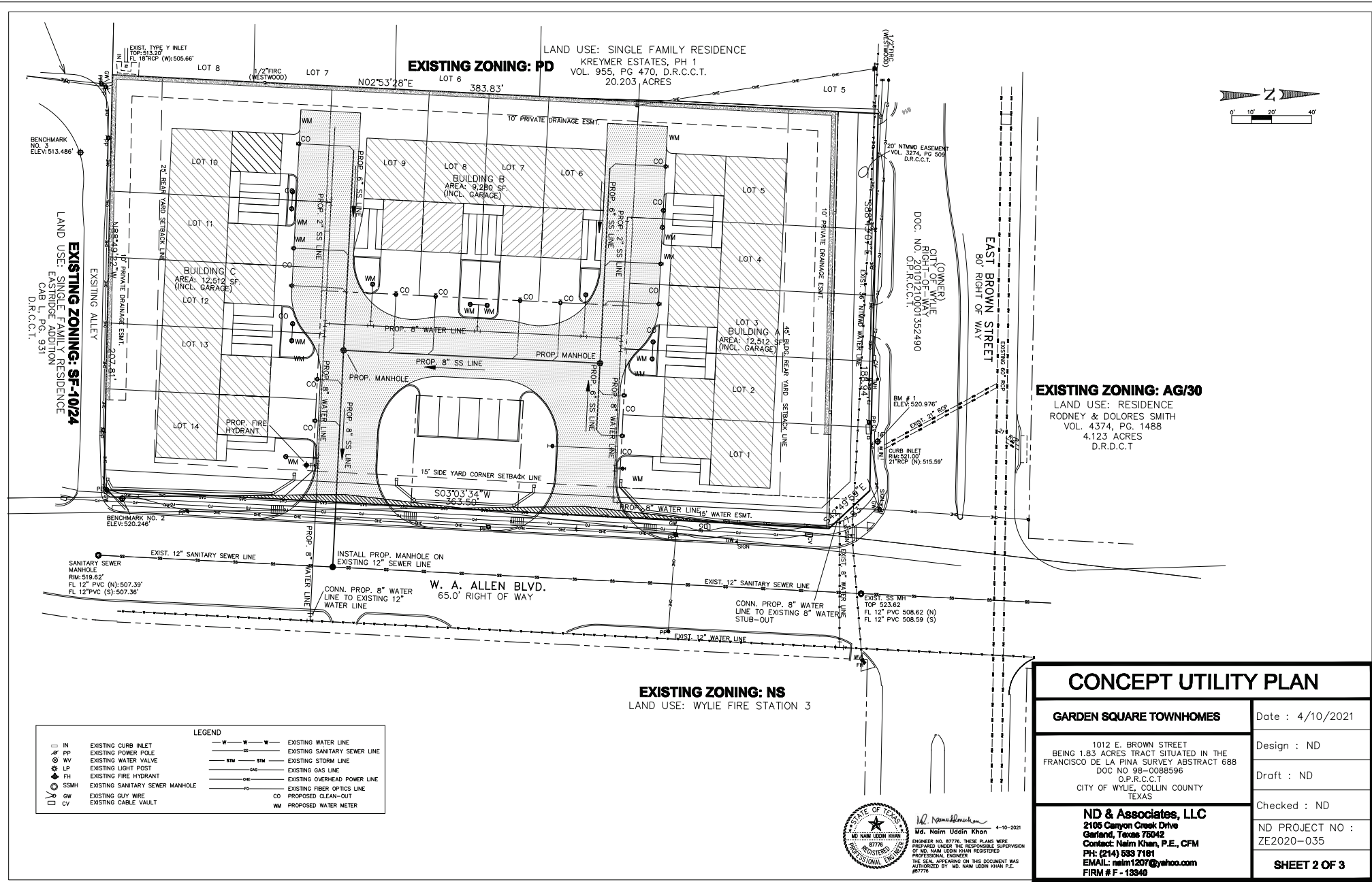
**amazing concept**  
 residential & commercial projects  
 545 Coventry Drive, Grapevine, TX 76051  
 Tel: (817) 808-0811  
 E-mail: ahmed.helaluzzaman@gmail.com

**SHEET TITLE:**  
 PROPOSED  
 SITE PLAN

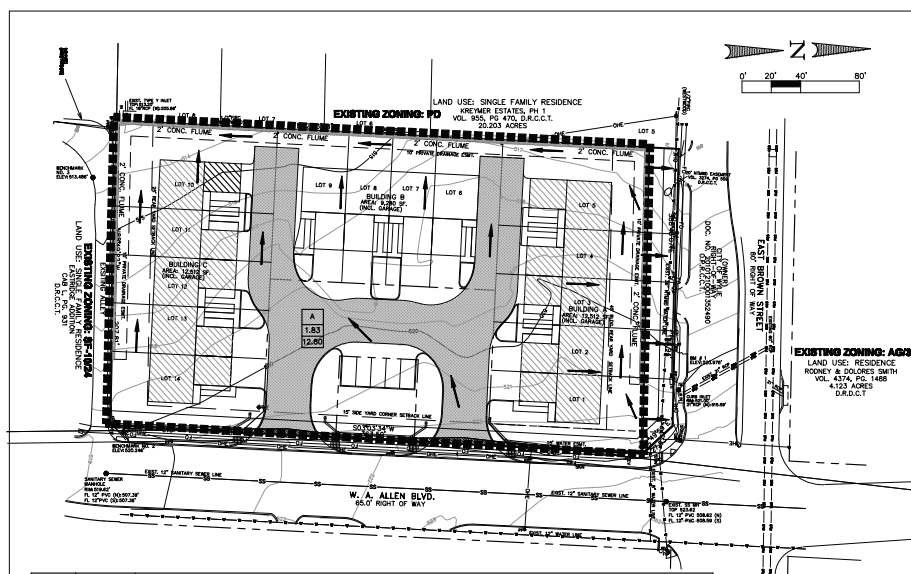
**DATE:**  
 12.17.2020  
**SCALE:**  
 AS SHOWN

**DRAWN:**  
 A. HELALUZZAMAN

**PROJECT #**  
 H-2020-03  
**SHEET NO.**  
 A101







AREA DESIGNATION	AREA (AC.)	HYDROLOGIC COMPUTATIONS ( RATIONAL METHOD - TP 40)				
		POST-DEVELOPEED CONDITION				COMMENTS
		RUNOFF COEFF. "C"	TIME OF CONC. (MIN.)	INTENSITY 1100 (IN./HR.)	"Q100" = C*I*A (CFS)	
A	1.74	0.80	10	8.74	12.16	TOWARDS EXISTING 18" RCP WEST OF ALLEY

LEGEND

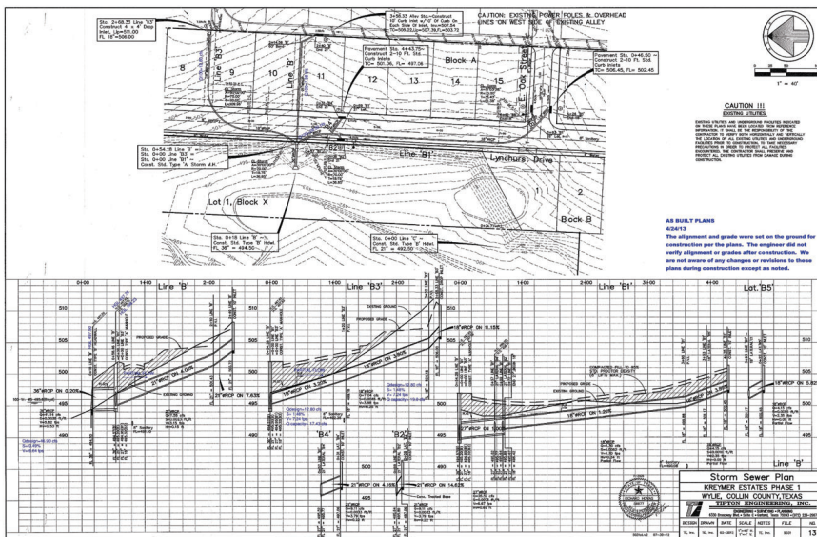
FLOW ARROWS

A POST-DEVELOPED DRAINAGE AREA DESIGNATION

1.83 AREA IN ACRES

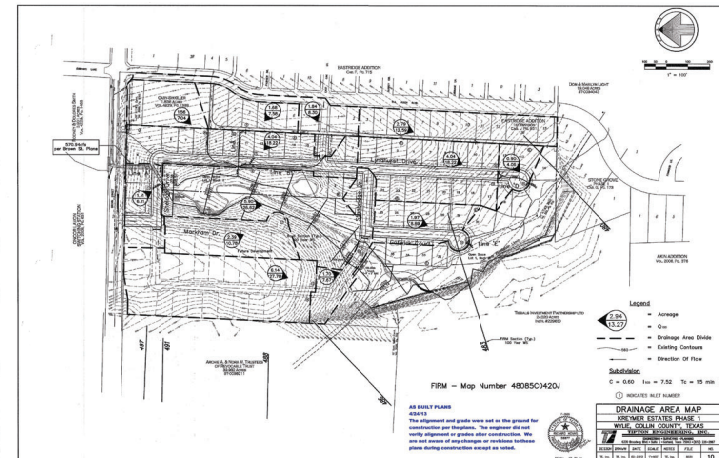
12.80 Q<sub>100</sub> IN CFS

POST-DEVELOPED DRAINAGE AREA DIVIDES



NOTE:

EXISTING LINE B3 HAS ENOUGH CAPACITY TO HANDLE ADDITIONAL FLOW FROM PROPOSED DEVELOPMENT. 100-YR HYDRAULIC GRADE LINE STILL REMAINS 2' BELOW THE PAVEMENT SURFACE AND THE FLOW REMAINS PARTIAL WITH ADDITIONAL DISCHARGE FROM THIS DEVELOPMENT SO NO DETENTION WILL BE REQUIRED. SINCE THE EXIT VELOCITY FROM LINE B WILL BE MORE THAN 6 FPS, SO GROUDED RIPRAP (6" TO 12") WILL BE INSTALLED DURING CONSTRUCTION OF THIS PROJECT.



INLET CALCULATION CHART									
INLET	AREA	INLET	AREA	INLET	AREA	INLET	AREA	INLET	AREA
1	1.00	11	1.00	21	1.00	31	1.00	41	1.00
2	2.00	12	2.00	22	2.00	32	2.00	42	2.00
3	3.00	13	3.00	23	3.00	33	3.00	43	3.00
4	4.00	14	4.00	24	4.00	34	4.00	44	4.00
5	5.00	15	5.00	25	5.00	35	5.00	45	5.00
6	6.00	16	6.00	26	6.00	36	6.00	46	6.00
7	7.00	17	7.00	27	7.00	37	7.00	47	7.00
8	8.00	18	8.00	28	8.00	38	8.00	48	8.00
9	9.00	19	9.00	29	9.00	39	9.00	49	9.00
10	10.00	20	10.00	30	10.00	40	10.00	50	10.00

\* Represents 1/2 OF THE Drainage Area

AS BUILT PLANS

4/10/2021

The alignment and grade were set on the ground for construction per the plans. The engineer did not verify alignment or grades after construction. We are not aware of any changes or violations to these plans during construction except as noted.

INLET CALCULATIONS

7/10/2021

The alignment and grade were set on the ground for construction per the plans. The engineer did not verify alignment or grades after construction. We are not aware of any changes or violations to these plans during construction except as noted.

## CONCEPT DRAINAGE PLAN

### GARDEN SQUARE TOWNHOMES

Date : 4/10/2021

1012 E. BROWN STREET  
BEING 1.83 ACRES TRACT SITUATED IN THE  
FRANCISCO DE LA PINA SURVEY ABSTRACT 688  
DOC NO 98-0088596  
O.P.R.C.C.T  
CITY OF WYLLIE, COLLIN COUNTY  
TEXAS

Design : ND

Draft : ND

Checked : ND

ND PROJECT NO :  
ZE2020-035

**ND & Associates, LLC**  
2106 Canyon Creek Drive  
Garland, Texas 75042  
Contact: Naim Khan, P.E., CFM  
PH: (214) 533-7181  
EMAIL: naim1207@yahoo.com  
FIRM # F - 13340



Naim Khan  
4-10-2021  
DESIGNED BY: NAIM KHAN  
PREPARED UNDER THE RESPONSIBLE SUPERVISION  
OF: NAIM KHAN (REGISTERED)  
PROFESSIONAL ENGINEER  
THE SEAL APPEARING ON THIS DOCUMENT WAS  
AUTHORIZED BY: MD. NAIM KHAN P.E.  
#87776



**Exhibit “B”**  
**Planned Development Conditions**  
**“Garden Square Townhomes”**

**I. PURPOSE:**

The purpose of this Planned Development (PD) is to allow for the development of Townhome units with enhanced landscaped screening and improved design standards

**II. GENERAL CONDITIONS**

- A. This Planned Development District shall not affect any regulations within the City of Wylie Zoning Ordinance, current or as amended, except as specifically provided herein.
- B. All regulations of the underlying Townhouse District, including new residential development standards, as set forth in Articles 3, 5, and 7 of the City of Wylie Zoning Ordinance (adopted as of September, 2019) are included by reference and shall apply herein.

**III. SPECIAL CONDITIONS**

To facilitate the development of a townhouse development the following conditions shall apply:

- A. Design guidelines:
  - 1. Subject Property shall have a maximum of 14 Townhome units complying with the Zoning Ordinance Townhouse District design standards
  - 2. A minimum of five guest parking spaces shall be provided onsite
  - 3. Access Easements shall be owned and maintained by an HOA.
  - 4. All Townhomes units shall be required to have a fire sprinkler 13D system.
- B. Amendments to Article 3.D: Land Design Standards
  - 1. Section 3.D.1 shall be amended to include:
    - Perimeter Screen along adjacent residential developed properties
    - a) Evergreen trees native to the north Texas area shall be

required in groves or belts on a 30' - 40' spacing in accordance with the zoning exhibit.

b) Trees referenced in above section a) shall be a minimum of 20' tall at planting.

c) Home Owner Association (HOA) Covenants, Conditions, and Restrictions (CCRs), shall require perimeter landscaping to be maintained and replaced, as needed. A minimum 10' wide landscape maintenance easement shall be required around the entire perimeter at platting to facilitate said maintenance or replacement, as needed.

C. Amendments to Article 3.F: Architectural Standards

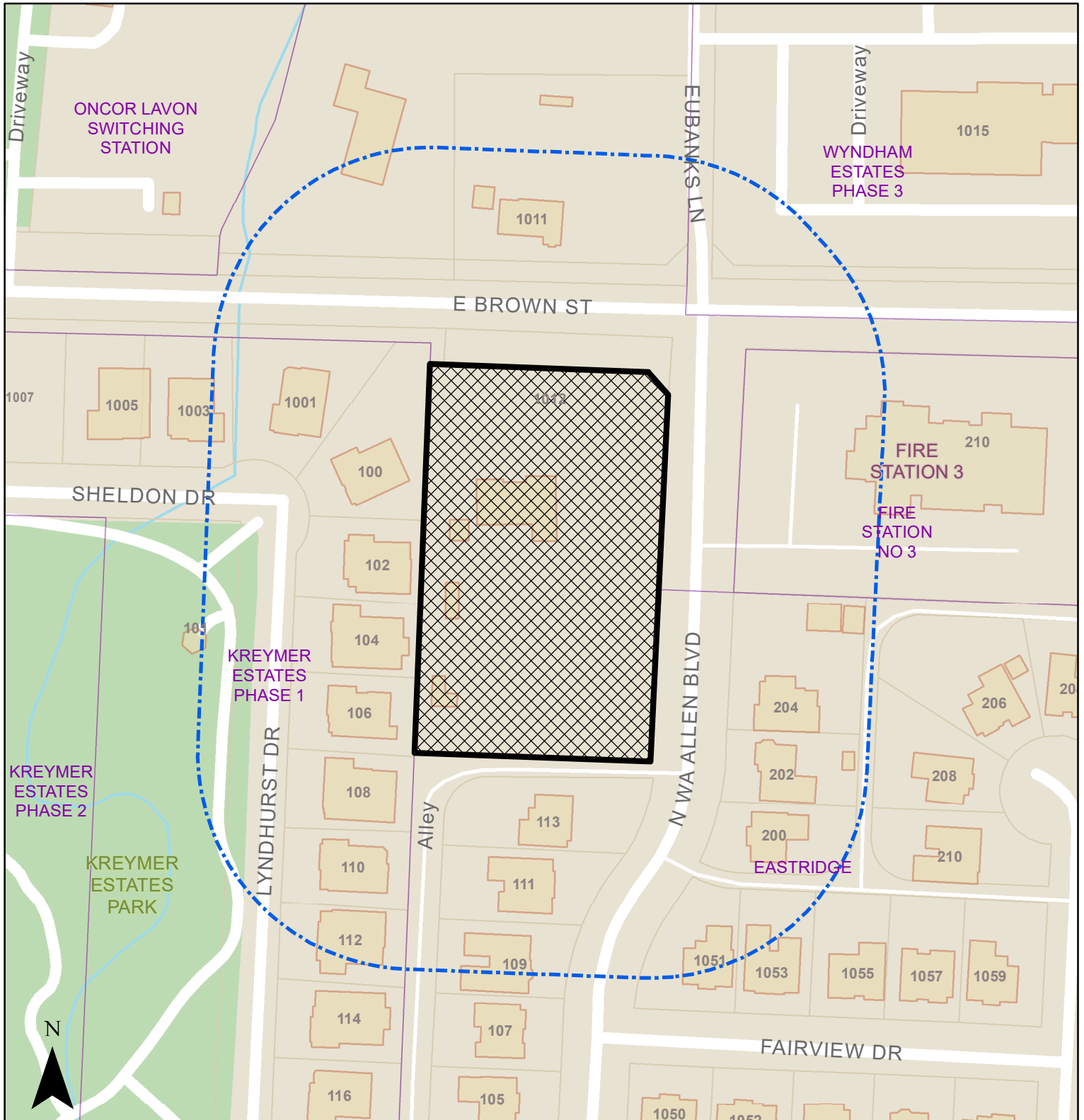
1. Section 3.F.4.10 shall be amended as follows:

- a) Each garage shall be a minimum of 500 square feet which includes a minimum of 100 square feet of storage and be constructed with decorative garage doors.



# Notification Map

04/27/2021 Item 1.



ZC 2021-10; Garden Square Townhomes; 1012 E Brown St

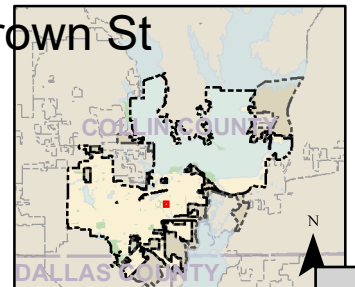


200 Foot Notification Buffer



Subject Property

0 60 120 240 360 480 Feet



**PUBLIC COMMENT FORM***(Please type or use black ink)*

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

I am **FOR** the requested zoning as explained on the attached public notice for Zoning Case #2021-10.



I am **AGAINST** the requested zoning as explained on the attached public notice for Zoning Case #2021-10.

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, April 6, 2021 6:00 pm

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

Date, Location & Time of

City Council meeting:

Tuesday, April 27, 2021 6:00 pm

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

Name:

Brett Blair  
 (please print)

Address:

100 Lyndhurst Drive  
Wylie, TX, 75098

Signature:

Brett Blair

Date:

3-17-2021

**COMMENTS:**


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## PUBLIC COMMENT FORM

(Please type or use black ink)

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

I am **FOR** the requested zoning as explained on the attached public notice for Zoning Case #2021-10.

☒ I am **AGAINST** the requested zoning as explained on the attached public notice for Zoning Case #2021-10.

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, April 6, 2021 6:00 pm

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

Date, Location & Time of

City Council meeting:

Tuesday, April 27, 2021 6:00 pm

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

Name:

Sam Mayfield  
(please print)

Address:

113 N. WA Allen Blvd  
Wylie Tx 75098

Signature:

S Mayfield

Date:

3-16-2021

## COMMENTS:

- 1) This was rejected once in the P&Z council.
- 2) No change to plan - No approval
- 3) Too Many units for size of lot
- 4) Drainage concerns to property surrounding lot.
- 5) Inadequate parking that will spill into the street potentially blocking the ability for the fire dept to easily access WA Allen Blvd.
- 6) Potential low income housing next attractions to neighborhood
- 7) Not enough green space on the plan.
- 8) During the P&Z hearing this companies own architect stated there were too many units on the plan.
- 9) Not a good first a plan

**PUBLIC COMMENT FORM***(Please type or use black ink)*

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

I am **FOR** the requested zoning as explained on the attached public notice for Zoning Case #2021-10.

X

I am **AGAINST** the requested zoning as explained on the attached public notice for Zoning Case #2021-10.

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, April 6, 2021 6:00 pm

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

Date, Location & Time of

City Council meeting:

Tuesday, April 27, 2021 6:00 pm

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

Name: John and Amber Reed  
 (please print)

Address: 1060 Lyndhurst Dr.  
Wylie, Tx 75098

Signature: Amber Reed

Date: 3/30/21

**COMMENTS:**

WE have privacy and drainage concerns related to the  
proposed changes. The elevation of Deer home sits below the  
lot behind us, giving direct sight into our second story  
windows. We are also concerned with maintaining the  
value of our home and worry that this type of property  
would cause a reduction in the current and/or future  
value of our home.



## PUBLIC COMMENT FORM

(Please type or use black ink)

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

I am **FOR** the requested zoning as explained on the attached public notice for Zoning Case #2021-10.

I am **AGAINST** the requested zoning as explained on the attached public notice for Zoning Case #2021-10.

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, April 6, 2021 6:00 pm

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

Date, Location & Time of

City Council meeting:

Tuesday, April 27, 2021 6:00 pm

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

Name:

Denise & John O'Kane  
(please print)

Address:

1003 Sheldon Dr.  
Wylie 75098

Signature:

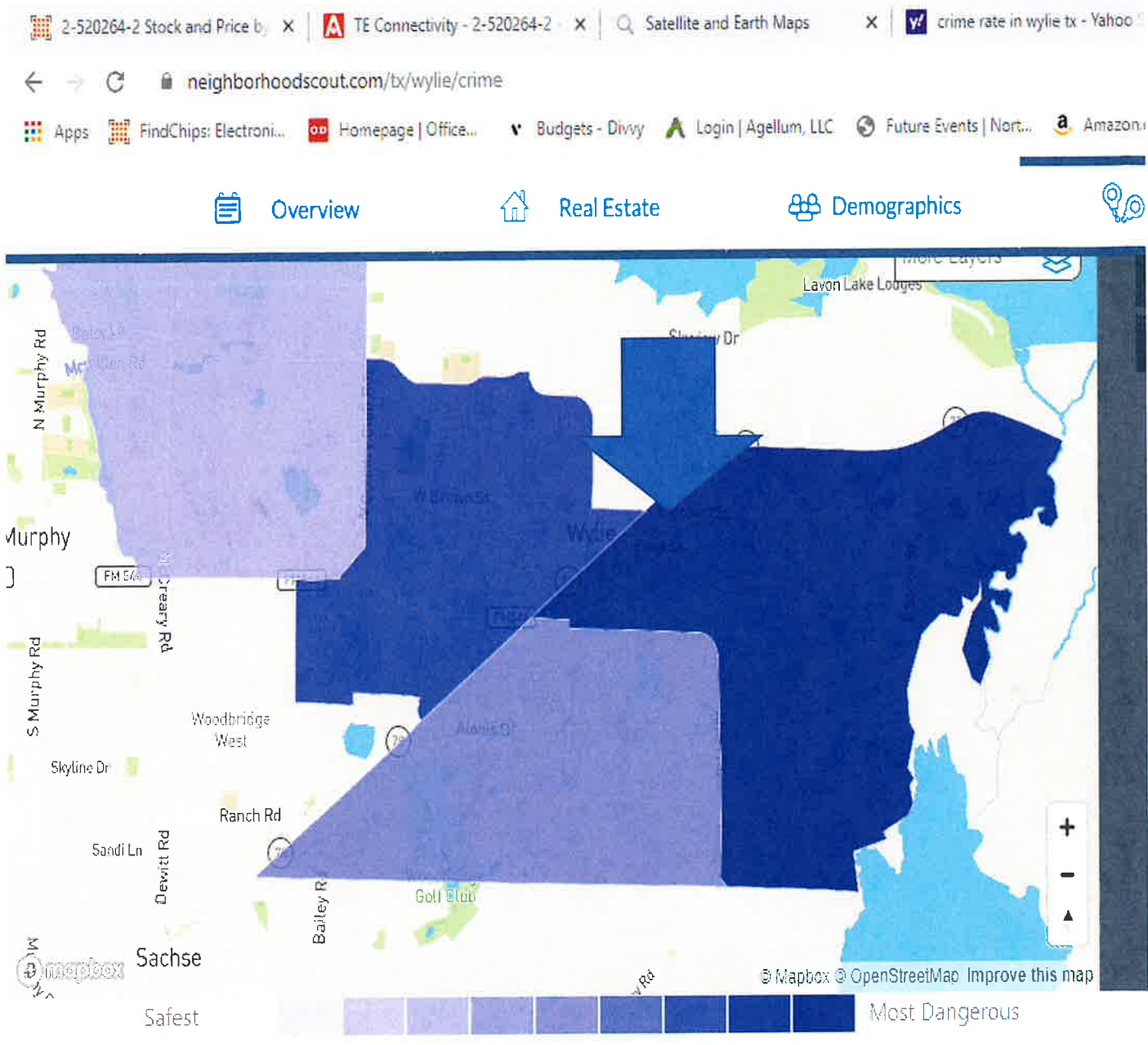
Denise O'Kane

Date:

31 March 21

## COMMENTS:

- 1) Crime Rate - See attached
- 2) TAKE A 5 MINUTE WALK AROUND THIS PROPERTY: You Will See THAT THERE WILL NOT BE ENOUGH SPACE FOR PARKING. CARS WILL end up in the Street LEADING TO POTENTIAL BREAK INS
- 3) HOME VALUES (LEADING TO POTENTIAL BREAKINGS. What is Their Proposed Pricing
- 4) DRAINAGE CONCERNS
- 5) IF CARS ARE PARKED ON THE STREET OPPOSITE THE FIRE STATION how does this impact them?
- 6) Lot Sizes of 30' Makes A House Width of  $\pm 20'$ ? THATS THE SIZE OF A DOUBLE GARAGE & TOTALLY NOT FEASIBLE FOR A PRICE POINT OF  $\pm \$200K$  in our Area. Too many units in this Area.



Today's Refinance

Select Loan Amount





# Wylie City Council

## AGENDA REPORT

**Department:** Purchasing      **Account Code:** 100-5181-56040  
**Prepared By:** Glenna Hayes

### Subject

Consider, and act upon, the award of a professional services project order (PSPO) #W2021-62-E for the 2021-2022 update of the Comprehensive Plan for the City of Wylie to Freese and Nichols, Inc., in the amount of \$149,000.00 and authorizing the City Manager to execute any necessary documents.

### Recommendation

A motion to award a professional services project order (PSPO) #W2021-62-E for the 2021-2022 update of the Comprehensive Plan for the City of Wylie to Freese and Nichols, Inc., in the amount of \$149,000.00 and authorizing the City Manager to execute any necessary documents.

### Discussion

Staff and the Planning and Zoning (P&Z) Commission met in December 2020 to complete the five-year review of the Comprehensive Master Plan (as required by City Charter). The P&Z Commission and staff then held a joint work session in January 2021 with the City Council to review the current Comprehensive Plan and discuss any possible updates. During this work session, discussion led to Council directing staff to work on hiring a consultant for a Comp Plan update. Staff reviewed the vendor requirements with Purchasing, and determined that utilizing the City's Master Agreements for Engineering and Professional Services (MAPES) as the selection process would provide the best overall value to the City.

Staff recommends the award of this PSPO to Freese and Nichols, Inc. as the most qualified firm to provide professional and consulting services for the update to the City's Comprehensive Master Plan. This PSPO is issued under Master Agreement for Professional and Engineering Services (MAPES) #W2021-8-E. Staff has determined Freese and Nichols, Inc. to be the most qualified firm for this project in Category M General Consulting, Analysis and/or Engineering Studies, in accordance with Government Code 2254.



# Wylie City Council

## AGENDA REPORT

Department: Finance  
 Prepared By: Melissa Beard

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

### Subject

Consider, and act upon, Ordinance No. 2021-24 amending Ordinance No. 2020-44, which established the budget for fiscal year 2020-2021; providing for repealing, savings and severability clauses; and providing for an effective date of this ordinance.

### Recommendation

Motion to approve Ordinance No. 2021-24 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.

### Discussion

The mid-year budget amendments are generally intended to cover unanticipated and/or unavoidable revenue and expenditure adjustments to the adopted budget. The detail is attached in Exhibit A for the requested items which are located within the General Fund, Utility Fund, 4B Sales Tax Fund, WEDC, Federal Seizure Fund, Park A & I Fund, and Public Arts Fund. The requests are further defined as neutral (matching revenues to expenditures), revenue increases, or expenditure increases. General Fund salary and benefits savings from the first half of the fiscal year are included in the amendment in the amount of \$337,240. Expenses related to the February 2021 Winter Storm are included in the amendment in the amount of \$336,170 for General Fund, \$6,020 for 4B Sales Tax Fund, and \$38,667 for Utility Fund.

The account detail is included in Exhibit A.



## **ORDINANCE NO. 2021-24**

### **AN ORDINANCE OF THE CITY OF WYLIE, TEXAS, AMENDING ORDINANCE NO. 2020-44, WHICH ESTABLISHED THE BUDGET FOR FISCAL YEAR 2020-2021; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Council heretofore adopted Ordinance No. 2020-44 setting forth the Budget for Fiscal Year 2020-2021 beginning October 1, 2020, and ending September 30, 2021; and,

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

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

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

**WHEREAS**, the City Council has determined that the proposed amendments to the FY 2020-2021 Budget; see Exhibit A, with the revenues and expenditures therein contained, is in the best interest of the City; and therefore, desires to adopt the same by formal action.

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

**SECTION I:** The proposed amendments to the FY 2020-2021 Budget of the City of Wylie; Exhibit A, as heretofore adopted by Ordinance No. 2021-24, are, completely adopted and approved as amendments to the said FY 2020-2021 Budget.

**SECTION II:** All portions of the existing FY 2020-2021 Budget and Ordinance No. 2020-44, except as specifically herein amended, shall remain in full force and effect, and not be otherwise affected by the adoption of the amendatory ordinance.

**SECTION III:** Should any paragraph, sentence, sub-division, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole or any part or provision thereof, other than the part or parts as declared to be invalid, illegal, or unconstitutional.

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

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

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

**DULY PASSED AND APPROVED** by the City Council of the City of Wylie, Texas, this 27th day of April, 2021.

---

Matthew Porter, Mayor

ATTEST:

---

Stephanie Storm, City Secretary



## FY 2021 Mid Year Adjustments Salary & Benefits Savings

## Exhibit A

### FY 2021 Budget

City Manager	\$	54,708	Open Position
City Secretary	\$	18,608	Hired Admin instead of Deputy City Sec
Finance	\$	737	
Facilities	\$	(2,296)	
Municipal Court	\$	30,033	Open Position
Human Resources	\$	(1,373)	
Purchasing	\$	(762)	
Information Technology	\$	4,817	Change in insurance
Police	\$	25,911	Change in insurance
Fire	\$	(9,737)	
Emergency Communications	\$	55,672	Open Position
Animal Control	\$	44,187	Current open positions
Planning	\$	3,123	Change in insurance
Building Inspections	\$	16,485	Added Certification to the budget - not being paid
Code Enforcement	\$	(38)	
Streets	\$	27,227	Open Position and change in insurance
Parks	\$	5,894	Change in insurance
Library	\$	64,044	Turnover - filled with lower salary
		<u>\$337,240</u>	

# City of Wylie

## FY 2021 Mid-Year Adjustments

Fund/Account	Account Description	Mid-Year Description	Amount	Additional Description
100-4000-48410	Miscellaneous Income	LEOSE Reimbursement	(4,365.77)	
100-4000-48410	Miscellaneous Income	Ballistic Vest Reimbursement Allocation	(9,002.00)	
100-4000-43510	County Library Grants	Collin County Interlocal Agreement	(6,868.00)	
100-4000-48440	Contributions/Donations	Catholic Foundation Donation	(5,779.00)	
100-4000-49600	Insurance Recoveries	Damage to Fire Stations #1 and #2	(17,846.61)	
100-5211-52710	Wearing Apparel & Uniform	Ballistic Vest Reimbursement Allocation	9,002.00	Funded From Comptroller
100-5251-52130	Tools and Equipment	Animal Bedding and Equipment	1,298.00	Funded from donations to Animal Shelter
100-5231-51130	Overtime	COVID-19 Overtime for Fire	54,226.00	Funded from CARES
100-5231-51310	TMRS	COVID-19 Overtime for Fire	8,405.00	Funded from CARES
100-5231-51440	FICA	COVID-19 Overtime for Fire	3,362.00	Funded from CARES
100-5231-51450	Medicare	COVID-19 Overtime for Fire	786.00	Funded from CARES
100-5241-56210	Travel & Training	LEOSE Reimbursement	4,635.77	Funded From Comptroller
100-5241-51310	Overtime	Coverage for Maternity Leave	34,000.00	
100-5241-51310	TMRS	Coverage for Maternity Leave	5,270.00	
200-5241-51440	FICA	Coverage for Maternity Leave	2,108.00	
100-5241-51450	Medicare	Coverage for Maternity Leave	493.00	
100-5551-52130	Tools & Equipment	Replace Tables in Meeting Rooms	5,779.00	Funded From Donation
100-5551-52130	Tools & Equipment	Replace A-frames in Lobby	6,868.00	Funded from Collin County Grant
100-5551-51112	Part-Time Salaries	Upgrade PT Clerk position to Technician	126.00	
100-5551-51310	TMRS	Upgrade PT Clerk position to Technician	(1,938.00)	New position will work less hours
100-5XXX-51110	Overtime	February 2021 Winter Storm	178,607.48	
100-5XXX-51310	TMRS	February 2021 Winter Storm	27,684.16	
100-5XXX-51440	FICA	February 2021 Winter Storm	11,073.66	
100-5XXX-51450	Medicare	February 2021 Winter Storm	2,589.81	
100-5185-52130	Tools & Equipment	February 2021 Winter Storm	9,105.49	
100-5185-52250	Medical and Surgical	February 2021 Winter Storm	630.21	
100-5185-52310	Fuels & Lubricants	February 2021 Winter Storm	1,596.21	
100-5185-52550	Irrigation System Parts	February 2021 Winter Storm	4,456.77	
100-5185-52810	Food Supplies	February 2021 Winter Storm	4,817.03	
100-5185-52990	Other	February 2021 Winter Storm	219.69	
100-5185-54210	Streets & Alleys	February 2021 Winter Storm	10,559.15	
100-5185-54310	Utility Plant - Water	February 2021 Winter Storm	1,748.90	
100-5185-54510	Motor Vehicles	February 2021 Winter Storm	26.52	
100-5185-54350	Heavy Equipment	February 2021 Winter Storm	7,431.22	
100-5185-54630	Tools & Equipment	February 2021 Winter Storm	84.48	
100-5185-54910	Buildings	February 2021 Winter Storm	33,296.50	
100-5185-56040	Special Services	February 2021 Winter Storm	10,017.25	
100-5185-56080	Advertising	February 2021 Winter Storm	408.70	
100-5185-56180	Rental	February 2021 Winter Storm	6,816.84	
100-5231-54510	Motor Vehicles	Winter Storm Fleet Damage	25,000.00	May be reimbursed through insurance
100-5231-51910	Buildings	Winter Storm Damage to Stations #1 & #2	17,846.61	Funded from Insurance Recoveries
<b>TOTAL GENERAL FUND</b>			<b>444,576.07</b>	
112-4000-49600	Insurance Recoveries	February Winter Storm Damage to Buildings	(48,317.27)	
112-5612-54910	Buildings	February Winter Storm Damage to Brown House	36,447.39	
112-5625-54910	Buildings	February Winter Storm Damage to WRC	11,869.88	
112-5000-56040	Special Services	IRS Audit Payment	5,828.80	
112-5XXX-51110	Overtime	February 2021 Winter Storm	4,888.12	
112-5XXX-51310	TMRS	February 2021 Winter Storm	757.66	
112-5XXX-51440	FICA	February 2021 Winter Storm	303.06	
112-5XXX-51450	Medicare	February 2021 Winter Storm	70.88	
<b>TOTAL 4B SALES TAX FUND</b>			<b>11,848.52</b>	
611-4000-49600	Insurance Recoveries	Stolen Brass Fittings for Water	(3,718.00)	
611-5712-54330	Water Mains and Fire Hydrants	Replace Brass Fittings	3,718.00	



## City of Wylie

### FY 2021 Mid-Year Adjustments

Fund/Account	Account Description	Mid-Year Description	Amount	Additional Description
611-5XXX-51110	Overtime	February 2021 Winter Storm	31,398.20	
611-5XXX-51310	TMRS	February 2021 Winter Storm	4,866.72	
611-5XXX-51440	FICA	February 2021 Winter Storm	1,946.69	
611-5XXX-51450	Medicare	February 2021 Winter Storm	455.27	
<b>TOTAL UTILITY FUND</b>			<b>38,666.88</b>	
111-4000-49600	Insurance Recoveries	February 2021 Winter Storm Damage	(54,545.27)	
111-5611-54910	Buildings	February 2021 Winter Storm Damage Repairs	54,545.27	
111-5611-56040	Special Services	Demolition of 201 Industrial Court	24,500.00	
111-5611-58210	Streets & Alleys	Reimbursement for Transfer to Purchase Land	78,540.00	
111-5611-58210	Streets & Alleys	NTMWD Water Line Relocation	883,680.00	
<b>TOTAL WEDC</b>			<b>986,720.00</b>	
121-4000-43514	Park Grants	Twin Lakes Park Grant	(60,000.00)	
121-5622-58150	Land Betterments	Playground at Twin Lakes Park	60,000.00	
121-5622-58150	Land Betterments	Twin Lakes Trail Project	194.00	Over budget cleanup.
121-5623-56040	Special Services	WRC Operations and Acquatics Impact Study	25,000.00	Added scope to Lavon Lake Operations Study
<b>TOTAL PARKS A&amp;I</b>			<b>25,194.00</b>	
145-5145-52130	Tools & Equipment	Equipment and Software for Police	10,495.00	Funded from Federal Seized Funds
<b>TOTAL FEDERAL SEIZED FUNDS FUND</b>			<b>10,495.00</b>	
175-4000-49140	Transfer from Cap Proj Fund	Public Art from Fire Station #4 construction fund	(65,000.00)	
175-5175-58150	Land Betterments	Public Art for Fire Station #4	65,000.00	
<b>TOTAL PUBLIC ARTS FUND</b>			<b>0.00</b>	

GENERAL FUND  
STATEMENT OF REVENUES AND EXPENDITURES

	BUDGET 2020-21	PROJECTED PERSONNEL SAVINGS	WINTER STORM AMENDMENT	OTHER AMENDMENTS	AMENDED FY 2020-2021
<b>BEGINNING FUND BALANCE</b>	<b>\$21,914,768</b>				<b>\$21,914,768</b>
REVENUES:					
Ad Valorem Taxes	26,932,239				26,932,239
Sales Taxes	5,966,874				5,966,874
Franchise Fees	2,840,000				2,840,000
Licenses & Permits	916,852				916,852
Intergovernmental Revenues	4,554,021			6,868	4,560,889
Service Fees	3,872,224				3,872,224
Fines and Forfeitures	331,450				331,450
Interest & Miscellaneous	202,500			19,147	221,647
Total Revenues	45,616,160			26,015	45,642,175
OTHER FINANCING SOURCES:					
Transfers from Other Funds/Other Financing Sources	2,416,161		17,847		2,434,008
Use of Fund Balance for Carry-Forward Items	1,015,111				1,015,111
Total Other Financing Sources	3,431,272		17,847	0	3,449,119
<b>Total Revenues &amp; Other Financing Sources</b>	<b>49,047,432</b>	<b>0</b>	<b>17,847</b>	<b>26,015</b>	<b>49,091,294</b>
EXPENDITURES:					
General Government					
City Council	95,507	0			95,507
City Manager	1,205,582	54,708			1,150,874
City Secretary	423,850	18,608	314		405,557
City Attorney	170,000	0			170,000
Finance	1,243,879	737			1,243,142
Facilities	899,196	(2,296)	2,898		904,391
Municipal Court	548,566	30,033			518,533
Human Resources	721,834	(1,373)			723,207
Purchasing	206,256	(762)			207,018
Information Technology	2,011,514	4,817	120		2,006,817
Public Safety					
Police	11,230,854	25,911	34,379	9,002	11,248,324
Fire	9,522,116	(9,737)	176,396	66,779	9,775,028
Emergency Communications	2,020,542	55,672	7,891	46,507	2,019,269
Animal Control	620,751	44,187	2,678	1,298	580,540
Development Services					
Planning	327,506	3,123			324,383
Building Inspections	602,724	16,485	393		586,632
Code Enforcement	258,143	(38)			258,181
Streets	4,480,590	27,227	29,784		4,483,147
Community Services					
Parks	2,593,029	5,894	7,891		2,595,025
Library	2,120,887	64,044	57	10,835	2,067,735
Emergency Operations	0		91,215		91,215
Combined Services	5,234,999	0			5,234,999
<b>Total Expenditures</b>	<b>46,538,326</b>	<b>337,240</b>	<b>354,017</b>	<b>134,421</b>	<b>46,689,524</b>
Transfers to Other Funds/Other Financing	0				0
<b>ENDING FUND BALANCE</b>	<b>\$24,423,874</b>	<b>337,240</b>	<b>336,170</b>	<b>108,406</b>	<b>\$24,316,538</b>

## OVERTIME PAY FOR ICE STORM

Employees were paid overtime for hours worked preparing for and during the ice storm if they reported to the field office.

		Overtime
City Secretary	100-5113-51130	255.36
Facilities	100-5132-51130	2,353.59
IT	100-5155-51130	97.09
Police	100-5211-51130	27,916.56
Fire	100-5231-51130	108,444.53
Emergency Communications	100-5241-51130	6,407.98
Animal Control	100-5251-51130	2,174.61
Building Inspections	100-5312-51130	319.02
Streets	100-5411-51130	24,185.13
Parks	100-5511-51130	6,407.23
Library	100-5551-51130	46.38
<b>GENERAL FUND</b>		<b>178,607.48</b>
Senior Center	112-5612-51130	788.67
4B Parks	112-5614-51130	2,788.44
Recreation Center	112-5625-51130	1,311.02
<b>4B SALES TAX FUND</b>		<b>4,888.12</b>
Utility Admin	611-5711-51130	1,611.10
Water	611-5712-51130	14,414.03
Wastewater	611-5714-51130	12,915.78
Utility Billing	611-5715-51130	2,457.29
<b>UTILITY FUND</b>		<b>31,398.20</b>
<b>TOTAL OVERTIME</b>		<b>214,893.80</b>

		TMRS
City Secretary	100-5113-51310	39.58
Facilities	100-5132-51310	364.81
IT	100-5155-51310	15.05
Police	100-5211-51310	4,327.07
Fire	100-5231-51310	16,808.90
Emergency Communications	100-5241-51310	993.24
Animal Control	100-5251-51310	337.06
Building Inspections	100-5312-51310	49.45
Streets	100-5411-51310	3,748.70
Parks	100-5511-51310	993.12
Library	100-5551-51310	7.19
<b>GENERAL FUND</b>		<b>27,684.16</b>
Senior Center	112-5613-51310	122.24
4B Parks	112-5614-51310	432.21
Recreation Center	112-5625-51310	203.21
<b>4B SALES TAX FUND</b>		<b>757.66</b>
Utility Admin	611-5711-51310	249.72
Water	611-5712-51310	2,234.17
Wastewater	611-5714-51310	2,001.95
Utility Billing	611-5715-51310	380.88
<b>UTILITY FUND</b>		<b>4,866.72</b>
<b>TOTAL TMRS</b>		<b>7,249.55</b>



## OVERTIME PAY FOR ICE STORM

Employees were paid overtime for hours worked preparing for and during the ice storm if they reported to the field office.

		FICA
City Secretary	100-5113-51440	15.83
Facilities	100-5132-51440	145.92
IT	100-5155-51440	6.02
Police	100-5211-51440	1,730.83
Fire	100-5231-51440	6,723.56
Emergency Communications	100-5241-51440	397.29
Animal Control	100-5251-51440	134.83
Building Inspections	100-5312-51440	19.78
Streets	100-5411-51440	1,499.48
Parks	100-5511-51440	397.25
Library	100-5551-51440	2.88
<b>GENERAL FUND</b>		<b>11,073.66</b>
Senior Center	112-5613-51440	48.90
4B Parks	112-5614-51440	172.88
Recreation Center	112-5625-51440	81.28
<b>4B SALES TAX FUND</b>		<b>303.06</b>
Utility Admin	611-5711-51440	99.89
Water	611-5712-51440	893.67
Wastewater	611-5714-51440	800.78
Utility Billing	611-5715-51440	152.35
<b>UTILITY FUND</b>		<b>1,946.69</b>
<b>TOTAL FICA</b>		<b>13,323.42</b>
		Medicare
City Secretary	100-5113-51450	3.70
Facilities	100-5132-51450	34.13
IT	100-5155-51450	1.41
Police	100-5211-51450	404.79
Fire	100-5231-51450	1,572.45
Emergency Communications	100-5241-51450	92.92
Animal Control	100-5251-51450	31.53
Building Inspections	100-5312-51450	4.63
Streets	100-5411-51450	350.68
Parks	100-5511-51450	92.90
Library	100-5551-51450	0.67
<b>GENERAL FUND</b>		<b>2,589.81</b>
Senior Center	112-5613-51450	11.44
4B Parks	112-5614-51450	40.43
Recreation Center	112-5625-51450	19.01
<b>4B SALES TAX FUND</b>		<b>70.88</b>
Utility Admin	611-5711-51450	23.36
Water	611-5712-51450	209.00
Wastewater	611-5714-51450	187.28
Utility Billing	611-5715-51450	35.63
<b>UTILITY FUND</b>		<b>455.27</b>
<b>TOTAL MEDICARE</b>		
TOTAL GENERAL FUND		219,955.11
TOTAL 4B SALES TAX FUND		6,019.72
TOTAL UTILITY FUND		38,666.88
		<b>264,641.71</b>

## REQUEST FORM - MID YEAR BUDGET AMENDMENT

FISCAL YEAR 2021

RANK	1	OF	1	REQUEST:	EOC February Winter Storm expenses	DEPARTMENT:	Emergency Operations
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New Request: Yes

Salary Grade:

Funds already expensed? Yes

From:

To:

**PURPOSE/OBJECTIVE OF REQUEST:**

All expenses related to the February Winter Storm other than salaries were expensed to the Emergency Operations department in the General Fund. All expenses were tracked with a project code identifying them as winter storm related. The Emergency Operations Department does not have revenue to offset the expenses.

ACCOUNT NO.			DESCRIPTION	AMOUNT
100	5185	52130	Tools and Equipment	9,105.49
100	5185	52250	Medical and Surgical	630.21
100	5185	52310	Fuel & Lubricants	1,596.21
100	5185	52550	Irrigation System Parts	4,456.77
100	5185	52810	Food Supplies	4,817.03
100	5185	52990	Other	219.69
100	5185	54210	Streets & Alleys	10,559.15
100	5185	54310	Utility Plant - Water	1,748.90
100	5185	54510	Motor Vehicles	26.52
100	5185	54350	Heavy Equipment	7,431.22
100	5185	54630	Tools & Equipment	84.48
100	5185	54910	Buildings	33,296.50
100	5185	56040	Special Services	10,017.25
100	5185	56080	Advertising	408.70
100	5185	56180	Rental	6,816.84
			<b>Total</b>	<b>91,214.96</b>

**ADDITIONAL COMMENTS:**

## REQUEST FORM - MID YEAR BUDGET AMENDMENT

FISCAL YEAR 2021

RANK	1	OF	1	REQUEST:	February Winter Storm Repairs	DEPARTMENT:	Various
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New Request: Yes

Salary Grade:

Funds already expensed? No

From:

To:

**PURPOSE/OBJECTIVE OF REQUEST:**

Several buildings were damaged in the February Winter Storm. The buildings were Fire Station #1 and #2, Recreation Center, WEDC and the Brown House. The damage was assessed by Texas Municipal League, insurance vendor for the City, and proceeds from these claims are starting to be received. In order to utilize these proceeds a budget amendment needs to be performed moving the proceeds from a revenue account to an operating account. Moving the funds to an operating account will allow staff to perform the needed repairs to the building and replacement of furniture and equipment.

ACCOUNT NO.			DESCRIPTION	AMOUNT
112	4000	49600	Insurance Recoveries	(48,317.27)
112	5612	54910	Buildings	36,447.39
112	5625	54910	Buildings	11,869.88
111	4000	49600	Insurance Recoveries	(54,545.27)
111	5611	54910	Buildings	54,545.27
100	4000	49600	Insurance Recoveries	(17,846.61)
100	5231	54910	Buildings	17,846.61
			<b>TOTAL</b>	0.00

**ADDITIONAL COMMENTS:**



## REQUEST FORM - MID YEAR BUDGET AMENDMENT

FISCAL YEAR 2021

RANK	1	OF	3	REQUEST:	LEOSE Reimbursement	DEPARTMENT:	Police
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New Request: Yes

Salary Grade:

Funds already expensed? Yes

From:

To:

**PURPOSE/OBJECTIVE OF REQUEST:**

Reallocation of reimbursed funds to the Travel & Training Accounts for Wylie Fire & Rescue Telecommunicator for an annual allocation payment from Law Enforcement Officer Standards and Education. The Comptroller is directed by the Occupations Code, Section 1701.157 to make an annual allocation from the LEOSE account to qualified law enforcement agencies for expenses related to the continuing education of persons licensed under Chapter 1701, Occupations Code, which includes telecommunicators. By law these funds must be used for the continuing education of persons licensed under Chapter 1701, Occupations Code. The total funds allocated are \$4,635.77

ACCOUNT NO.			DESCRIPTION	AMOUNT
100	4000	48410	Miscellaneous Income	(4,636)
100	5241	56210	Travel and Training	4,636
			<b>TOTAL</b>	0

**ADDITIONAL COMMENTS:**

The reimbursement check is determined by the revenue received from citations to the State of Texas.

**REQUEST FORM - MID YEAR BUDGET AMENDMENT****FISCAL YEAR 2021**

<b>RANK</b>	<b>2</b>	<b>OF</b>	<b>3</b>	<b>REQUEST:</b>	<b>Ballistic Vest Reimbursement</b>	<b>DEPARTMENT:</b>	<b>Police</b>
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New Request: Yes

Salary Grade:

Funds already expensed? Yes

From:

To:

**PURPOSE/OBJECTIVE OF REQUEST:**

Allocation of funds to the Wylie Police Department Wearing Apparel & Uniform Account reimbursing half of funds spent for purchasing ballistic vests through the Ballistic Vest Program.

ACCOUNT NO.			DESCRIPTION	AMOUNT
100	4000	48410	Miscellaneous Income	(9,002)
100	5211	52710	Wearing Apparel and Uniforms	9,002
			<b>TOTAL</b>	<b>0</b>

**ADDITIONAL COMMENTS:**

The Wylie Police Department participates in the BPV program, where the department is responsible for the upfront costs associated with purchasing ballistic duty vests for officers. Half of the expenses spent by the department are then reimbursed back to the department.

**REQUEST FORM - MID YEAR BUDGET AMENDMENT****FISCAL YEAR 2021**

<b>RANK</b>	<b>3</b>	<b>OF</b>	<b>3</b>	<b>REQUEST:</b>	<b>Use of Federal Seized Funds for software purchase</b>	<b>DEPARTMENT:</b>	<b>Police</b>
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New Request: Yes

Salary Grade:

Funds already expensed? No

From:

To:

**PURPOSE/OBJECTIVE OF REQUEST:**

The federal seizure funds are required to be utilized towards equipment/software that will enhance law enforcement functions and investigations. The requested funds will be utilized to purchase micro live scan equipment and software to assist with capturing fingerprints and mugshots of individuals in accordance with state law.

ACCOUNT NO.			DESCRIPTION	AMOUNT
145	5145	52130	Tools & Equipment	10,495
			<b>TOTAL</b>	10,495

**ADDITIONAL COMMENTS:**



## REQUEST FORM - MID YEAR BUDGET AMENDMENT

FISCAL YEAR 2021

RANK	1	OF	1	REQUEST:	Animal Control Donations	DEPARTMENT:	Animal Control
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New Request: Yes

Salary Grade:

Funds already expensed? Donations already deposited into General Fund

From:

To:

**PURPOSE/OBJECTIVE OF REQUEST:**

Requesting donation funds be placed in the Animal Shelter's Tools & Equipment account. These donations have already been collected and deposited into the General Fund.

ACCOUNT NO.			DESCRIPTION	AMOUNT
100	5251	52130	Tools & Equipment	1,298
			<b>TOTAL</b>	1,298

**ADDITIONAL COMMENTS:**

These funds are utilized to purchase animal bedding and equipment.

## REQUEST FORM - MID YEAR BUDGET AMENDMENT

FISCAL YEAR 2021

RANK	1	OF	2	REQUEST:	COVID-19 Overtime	DEPARTMENT:	Fire
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New Request: Yes

Salary Grade:

Funds already expensed? Yes

From:

To:

**PURPOSE/OBJECTIVE OF REQUEST:**

The Fire department is seeking reimbursement of overtime expended on COVID-19. This request is for the COVID-19 overtime which is reimbursed by CARES funding. The money was moved to the General Fund revenue, but the overtime budget for Fire was not amended prior to this request.

ACCOUNT NO.			DESCRIPTION	AMOUNT
100	5231	51130	Overtime	54,226
100	5231	51310	TMRS	8,405
100	5231	51440	FICA	3,362
100	5231	51450	Medicare	786
			<b>TOTAL</b>	66,779

**ADDITIONAL COMMENTS:**

According to our budget plan we should have 250,000 remaining in our overtime budget at midyear. Currently, we have 88,000 remaining. Our planned budget was 34,000/mo. We have experienced significant increases due to the ongoing pandemic (vaccinations) and the recent winter storm. The remaining \$88,000 will not get the fire department through June. With the expected increases in vacation utilization we are anticipating needing our full remaining budget to maintain current staffing levels.

## REQUEST FORM - MID YEAR BUDGET AMENDMENT

FISCAL YEAR 2021

RANK	2	OF	2	REQUEST:	Fleet Maintenance	DEPARTMENT:	Fire
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New Request: Yes

Salary Grade:

Funds already expensed? Partially

From:

To:

**PURPOSE/OBJECTIVE OF REQUEST:**

During the 2021 winter storm several pieces of the fire department 's fleet was damaged. Many of the issues have been repaired in-house. The items that could be submitted to insurance have been submitted and the claims are pending. Should the items be covered by insurance the money will be placed in the general fund. This request will provide funding in the fire department's fleet budget to complete the repairs.

ACCOUNT NO.			DESCRIPTION	AMOUNT
100	5231	54510	Motor Vehicles	25,000
			<b>TOTAL</b>	25,000

**ADDITIONAL COMMENTS:**



## REQUEST FORM - MID YEAR BUDGET AMENDMENT

FISCAL YEAR 2021

RANK	1	OF	1	REQUEST:	Overtime - Coverage for Maternity Leave	DEPARTMENT:	Emergency Communications
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New Request: Yes

Salary Grade:

Funds already expensed? Partially

From:

To:

**PURPOSE/OBJECTIVE OF REQUEST:**

After completion of FY 21 budget, we were notified by two of our dispatchers that they were pregnant. Both of them have chosen to take their entire 12 weeks of leave. To maintain staffing in our 911 center we will utilize dispatchers assigned to other shifts on overtime to cover these two vacancies until the dispatchers return from leave. This request will provide the additional overtime funds to cover the shifts.

ACCOUNT NO.			DESCRIPTION	AMOUNT
100	5241	51130	Overtime	34,000
100	5241	51310	TMRS	5,270
100	5241	51440	FICA	2,108
100	5241	51450	Medicare	493
			<b>TOTAL</b>	<b>41,871</b>

**ADDITIONAL COMMENTS:**

**REQUEST FORM - MID YEAR BUDGET AMENDMENT****FISCAL YEAR 2021**

<b>RANK</b>	<b>1</b>	<b>OF</b>	<b>3</b>	<b>REQUEST:</b>	<b>Funds from Catholic Foundation to Library</b>	<b>DEPARTMENT:</b>	<b>Library</b>
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New Request: Yes

Salary Grade:

Funds already expensed?

From:

To:

**PURPOSE/OBJECTIVE OF REQUEST:**

To transfer the donation received from the Rita &amp; Truett Smith Catholic Foundation to the library's budget.

ACCOUNT NO.			DESCRIPTION	AMOUNT
100	4000	48440	Contributions/Donations	(5,779)
100	5551	52130	Tools & Equipment	5,779
			<b>TOTAL</b>	<b>0</b>

**ADDITIONAL COMMENTS:**

Funds are being used to replace tables in the library's meeting rooms.

**REQUEST FORM - MID YEAR BUDGET AMENDMENT****FISCAL YEAR 2021**

<b>RANK</b>	<b>2</b>	<b>OF</b>	<b>3</b>	<b>REQUEST:</b>	<b>Funds from Collin County to Library</b>	<b>DEPARTMENT:</b>	<b>Library</b>
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New Request: Yes

Salary Grade:

Funds already expensed?

From:

To:

**PURPOSE/OBJECTIVE OF REQUEST:**

To transfer the funds received from the Collin County Interlocal Agreement for library service to the library's budget.

ACCOUNT NO.			DESCRIPTION	AMOUNT
100	4000	43510	County Library Grants	(6,868)
100	5551	52130	Tools & Equipment	6,868
			<b>TOTAL</b>	<b>0</b>

**ADDITIONAL COMMENTS:**

Funds are being used to replace A-frames in the lobby used for the Friends of the Library Book Sale.



## REQUEST FORM - MID YEAR BUDGET AMENDMENT

FISCAL YEAR 2021

RANK	3	OF	3	REQUEST:	Upgrade Open Clerk/Shelver Position to Technician	DEPARTMENT:	Library
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New Request: Yes

Salary Grade:

Funds already expensed?

From: 100 To: 102

**PURPOSE/OBJECTIVE OF REQUEST:**

The purpose of this request is to upgrade a currently vacant clerk/shelver position to a technician to allow for more flexibility and to make it possible to open the drive-thru longer during the week.

ACCOUNT NO.			DESCRIPTION	AMOUNT
100	5551	51112	Part Time Salaries	126
100	5551	51310	TMRS	(1,938)
			<b>TOTAL</b>	<b>(1,812)</b>

**ADDITIONAL COMMENTS:**

We reduced the hours for another clerk/shelver position to account for this change and keep everything within budget. The original amount budgeted for both positions is \$26,581. With the reduced hours and the upgrade, the new total for these positions is \$24,769 coming in under what was originally budgeted. New position will work less than 20 hours so the savings will come from not paying TMRS.

## REQUEST FORM - MID YEAR BUDGET AMENDMENT

FISCAL YEAR 2021

RANK	1	OF	1	REQUEST:	WEDC	DEPARTMENT:	WEDC
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New Request: Yes Salary Grade:

Funds already expensed? Yes From: 100 To: 102

**PURPOSE/OBJECTIVE OF REQUEST:**

Additional funds necessary for demolition of 201 Industrial Court \$24,500 (approved by WEDC Board on 1-7-2021), TxDOT Land Purchase at Hwy 78 & Brown \$78,540 (approved by WEDC Board on 2-5-21), and NTMWD water line relocation \$883,680 (Project and Design fees approved by WEDC Board on 11-19-20).

\$78,540 was transferred from Streets and Alleys account 58210 to Land 58110 in Feb for the purchase of land at Hwy 78 & Brown. This will reimburse the Streets and Alley account.

ACCOUNT NO.			DESCRIPTION	AMOUNT
111	5611	56040	Special Services	24,500
111	5611	58210	Streets & Alleys	78,540
111	5611	58210	Streets & Alleys	883,680
			<b>TOTAL</b>	986,720

**ADDITIONAL COMMENTS:**

## REQUEST FORM - MID YEAR BUDGET AMENDMENT

FISCAL YEAR 2021

RANK	1	OF	1	REQUEST:	IRS Payment for Contract Workers	DEPARTMENT:	Recreation Center
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New Request: Yes

Salary Grade:

Funds already expensed? Yes

From:

To:

**PURPOSE/OBJECTIVE OF REQUEST:**

In September of 2020, the IRS initiated an audit of the City's finances with an emphasis on certain aspects of Payroll and Accounts Payable. The IRS audit determined that the City of Wylie must reclassify recreation instructors from contractors to employees for tax reporting purposes and pay the FICA and Income Tax withholdings related to these individuals for the audited period of Jan - Dec 2018.

ACCOUNT NO.			DESCRIPTION	AMOUNT
112	5000	56040	Special Services	5,829
			<b>TOTAL</b>	5,829

**ADDITIONAL COMMENTS:**

Staff's decision was to pay the full amount due to the IRS (5,828.80) from account 112-5000-56040 Special Services immediately. Instructors will need to sign new contract agreements with updated wording and will also be required to complete a form W-4. The City will begin paying employment taxes for instructors effective April 1, 2021. In return, the IRS will not impose any additional taxes for instructors reported as contractors for the 2019, 2020 or 2021 tax years. Finance/Payroll will work with the Recreation Center to determine the best method of invoicing instructor pay and the timeline for necessary paperwork.



## REQUEST FORM - MID YEAR BUDGET AMENDMENT

FISCAL YEAR 2021

RANK	1	OF	1	REQUEST: Reimbursement for Stolen Water Items	DEPARTMENT: Water
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New Request: Yes

Salary Grade:

Funds already expensed? No

From:

To:

**PURPOSE/OBJECTIVE OF REQUEST:**

Move insurance payment funds recieved from revenue accounts to the water department for replacement of stolen brass fittings items.

ACCOUNT NO.			DESCRIPTION	AMOUNT
611	4000	49600	Insurance Recoveries	(3,718)
611	5712	54330	Water Mains & Fire Hydrants	3,718
			<b>TOTAL</b>	0

**ADDITIONAL COMMENTS:**

Department staff has reached out to the Police Department for their assistance in possibly finding the culprit.

REQUEST FORM - MID YEAR BUDGET AMENDMENT

FISCAL YEAR 2021

RANK	1	OF	2	REQUEST:	Addition of Playground at Twin Lakes Park	DEPARTMENT:	Paks and Recreation
------	---	----	---	----------	---	-------------	---------------------

New Request: YesSalary Grade:

Funds already expensed? Grant money received.From:To:

**PURPOSE/OBJECTIVE OF REQUEST:**  
Collin County as part of their Open Space Grant program has reimbursed the City \$60,000 as part of the completion of the Twin Lakes Park Grant Project. That money will be placed back in the Parks Acquisition and Improvement Fund. Staff is requesting that these funds be used for a new playground at Twin Lakes Park. This would be a budget neutral item.

The Twin Lakes Trail Project was over budget by \$194 due to a modification after the original budget amendment was approved. There are no other budgeted accounts from which to transfer the money.

ACCOUNT NO.			DESCRIPTION	AMOUNT
121	4000	93514	Park Grants	(60,000)
121	5622	58150	Land betterments	60,000
121	5622	58150	Land betterments	194
			TOTAL	194

ADDITIONAL COMMENTS:

## REQUEST FORM - MID YEAR BUDGET AMENDMENT

FISCAL YEAR 2021

RANK	2	OF	2	REQUEST:	Operations review and Revenue Analysis	DEPARTMENT:	Paks and Recreation
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New Request: Yes

Salary Grade:

Funds already expensed?

From:

To:

**PURPOSE/OBJECTIVE OF REQUEST:**

City Council advised staff at the March 9, 2021 meeting, in a work session discussing revenues, recovery rates, and operations at the Wylie Recreation Center, to pursue having a consultant provide some analysis to the Council. The scope of work would analyze current operations of the recreation center and possibly aquatics facility operations. This review would provide a clearer picture of how current and future recreation facilities will impact the 4B budget. This service would cost \$12,500. Staff is requesting a review of other department programs such as athletics and park pavilion rentals. This service will cost an additional \$12,500.

ACCOUNT NO.			DESCRIPTION	AMOUNT
121	5623	56040	Special Services	25,000
			<b>TOTAL</b>	25,000

**ADDITIONAL COMMENTS:**



## REQUEST FORM - MID YEAR BUDGET AMENDMENT

FISCAL YEAR 2021

RANK	1	OF	1	REQUEST:	Transfer Funds for Fire Station #4 Public Art	DEPARTMENT:	Public Arts Fund
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New Request: Yes

Salary Grade:

Funds already expensed?

From:

To:

**PURPOSE/OBJECTIVE OF REQUEST:**

In accordance with Ordinance 2006-37 establishing a Public Arts program, one percent of the city's capital improvement projects costs are designated for public art. The construction cost of Fire Station #4 will be \$6.5 million so one percent of that amount, which is \$65,000, will be transferred to the Public Art Fund.

ACCOUNT NO.			DESCRIPTION	AMOUNT
175	4000	49140	Transfer from Cap Proj Fund	(65,000)
175	5175	58150	Land Betterments	65,000
			<b>TOTAL</b>	<b>0</b>

**ADDITIONAL COMMENTS:**



# Wylie City Council

## AGENDA REPORT

**Department:** Fire Department

**Prepared By:** Aimee McClure

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

### Subject

Consider, and act upon, the approval of a Fire Protection Agreement between the City of Wylie, Texas and Inspiration Residential Association, Inc. and authorizing the City Manager to execute any necessary documents.

### Recommendation

Motion to approve a Fire Protection Agreement between the City of Wylie, Texas and Inspiration Residential Association, Inc. and authorizing the City Manager to execute any necessary documents.

### Discussion

In November 2020 Inspiration approached the Fire Department and asked to renegotiate their 25-year contract for Fire and EMS emergency services with the City of Wylie. Inspiration Communities felt they were being over-charged and paying more than their fair share. Inspiration offered four alternatives to negotiate and the City of Wylie agreed to review the contract. After careful consideration by staff, it was determined that the contract could be modified to be more amicable and beneficial to both parties using an average home value method. Additionally, the service fee was lowered from 15% to 10% to match the other city service fees for outside services. The Fire Department is proposing to issue a new 25-year contract that is more in line with the original intent and spirit of the original agreement where Inspiration Communities pays the exact amount that a City of Wylie resident pays, based on the annual average home value in Inspiration, plus 10 percent.

## **FIRE PROTECTION AGREEMENT**

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

### RECITALS

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

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

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

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

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

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

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

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

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

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



WHEREAS, the Association desires to pay Wylie for providing the Fire Protection Services and Emergency Medical Services to the Association under the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing and on the terms and conditions hereinafter set forth, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

## **I.** **DEFINITIONS**

As used in this Agreement, the following words and phrases have the following meanings:

*Association* means the Inspiration Residential Association, Inc., a Texas nonprofit corporation.

*Charter* means the Association's Community Charter for Inspiration, filed of record on January 9, 2015 in the Collin County Land Records under Instrument No. 20150109000028030, and all amendments and supplements thereto.

*Community* means the real property that is made subject to the terms of the Association's Charter, as it exists or may be amended.

*District* means the Collin County Water Control and Improvement District No. 3, a water control and improvement district created under Section 59 of Article XVI of the Texas Constitution and operating under Chapters 49 and 51 of the Texas Water Code.

*Effective Date* means 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.

*Emergency Medical Services* means services regularly provided by Wylie to persons located within its corporate limits, and outside its corporate limits pursuant to contracts similar in nature to this Agreement, which services are used to respond to an individual's perceived need for immediate medical care and to prevent death or aggravation of physiological or psychological illness or injury.

*Fire Protection Services* means all fire suppression and rescue services regularly provided by Wylie to persons and property located within its corporate limits, and outside its corporate limits pursuant to contracts similar in nature to this Agreement, except for Emergency Medical Services, fire inspections of buildings and properties, public education services, code enforcement services and arson investigations.

*Full Cost of Service* means Wylie's annual cost of providing all of the Fire Protection Services and Emergency Medical Services. Full Cost of Service shall be calculated annually as part of Wylie's budget process in the following manner and shall be equal to the aggregate of:

- (a) Direct recurring costs of Wylie's Fire Department as reflected in Wylie's current annual budget, exclusive of direct costs for fire inspections of buildings and properties, public education services, code enforcement services and arson investigations;  
 [Ex. If Wylie's fiscal year is FY20, Wylie's FY20 budget is the current annual budget, and the direct recurring costs of the Fire Department, as provided in this subsection, will be reflected in the FY20 budget for the Association's 2021 calendar year payments];
- (b) Direct recurring costs of Wylie's dispatch operations as reflected in Wylie's current annual budget, prorated to reflect the percentage of all dispatch calls, as reported by Wylie's public safety dispatch system, that are attributable to Fire Protection Services and Emergency Medical Services;  
 [Ex. If Wylie's fiscal year is FY20, Wylie's FY20 budget is the current annual budget, and the direct recurring costs of Wylie's dispatch operations, as provided in this subsection, will be reflected in the FY20 budget for the Association's 2021 calendar year payments];
- (c) Indirect and overhead costs attributed to the Fire Department, which shall be comprised of prorated costs for management oversight, human resource services, accounting services, building use fees and legal services. Such indirect costs shall be calculated and prorated in the manner customarily used by Wylie for such purposes; and
- (d) Indirect and overhead costs attributed to dispatch services, as reported by Wylie's public safety dispatch system, which shall be calculated and prorated in the same manner as described above relative to indirect and overhead costs of the Fire Department, and further prorated to reflect the percentage of all dispatch calls that are attributable to Fire Protection Services and Emergency Medical Services.

*Out-of-City Service Charge* means an additional charge to be paid by the Association to Wylie in an amount equal to ten percent (10%) of the Full Cost of Service Per Service Connection.

*Residential Unit* means any building or part of a building designed for permanent occupancy by one family. A detached single-family residential unit is one residential unit; a duplex is two residential units; and each living unit in an apartment complex is one residential unit.

*Service Connection* means either a Residential Unit or nonresidential unit that is connected to a potable water supply system servicing residents within Wylie or the potable water supply systems servicing Residential Units or nonresidential units within the Service Area or any other area for which Wylie provides Fire Protection Services.

*Service Area* means the area of land within the boundaries of the Community, as depicted in Exhibit A, attached hereto and incorporated herein by reference for all purposes.

*Water Distribution System* means the fire hydrants, connections and water supply and distribution systems within the Service Area.

*Wylie* means the City of Wylie, Texas, a home-rule municipality.

## **II. SERVICES**

- (a) During the term of this Agreement, Wylie will provide Fire Protection Services and Emergency Medical Services to persons, buildings and property located within the Service Area.
- (b) In providing Fire Protection Services and Emergency Medical Services within the Service Area, Wylie will follow its adopted standard operating procedures regularly used for all residents of Wylie; provided, however, that Wylie shall have the right and discretion, without being in breach of this Agreement and without liability to the Association or its members or any other person, to determine:
  - (1) the Fire Protection Services or Emergency Medical Services that are needed in a particular case;
  - (2) whether and when personnel or equipment are available to respond to a request for Fire Protection Services or Emergency Medical Services;
  - (3) the order in which to respond to requests for Fire Protection Services or Emergency Medical Services; and
  - (4) the time in which to respond to a request for Fire Protection Services or Emergency Medical Services.
- (c) The parties acknowledge that Wylie also must respond to requests for Fire Protection Services and Emergency Medical Services in the corporate limits of Wylie and that Wylie has contracts to provide Fire Protection Services and Emergency Medical Services to other entities. Nothing in this Agreement shall prohibit Wylie from performing Fire Protection Services and Emergency Medical Services in the corporate limits of Wylie or to other entities.

## **III. FACILITIES AND EQUIPMENT**

- (a) As of the date of this Agreement, Wylie owns and/or operates certain facilities and equipment used to perform Fire Protection Services and Emergency Medical Services, including fire stations, pumpers, booster trucks, squad trucks, command vehicles, ambulances and other necessary equipment. In providing Fire Protection Services and Emergency Medical Services to the Association, Wylie shall be solely responsible for the operation and maintenance of its facilities and equipment, subject to its right and discretion, without being in breach of this Agreement and without liability to the Association or its



members or residents, to determine the amount and quality of facilities and equipment used in providing the Fire Protection Services and Emergency Medical Services under this Agreement.

- (b) This Agreement shall not obligate Wylie to construct or keep any facilities, equipment or personnel within the Service Area or to designate, reserve or devote all or part of Wylie's facilities, equipment or personnel exclusively to or for the use of the Association in carrying out this Agreement.
- (c) The parties acknowledge that in performing Fire Protection Services in the Service Area, Wylie will use the Water Distribution System and water supply available in the Service Area, but Wylie shall not be responsible for providing for, constructing, inspecting, maintaining or repairing any part of the Water Distribution System or water supply in or near the Service Area. Wylie shall not be liable to the Association, any Association member or any other person for any deficiency or malfunction of the Water Distribution System or water supply located in or near the Service Area. Wylie, however, agrees to use reasonable commercial efforts to notify the Association of any deficiencies in the Water Distribution System of which Wylie becomes aware.

#### IV. **DESIGNATED REPRESENTATIVE**

Each party shall designate, in writing or by email, one individual to serve as the contact person between the Association and Wylie ("Representative"). Each Representative will be responsible for communicating any concerns or complaints regarding policies, procedures and/or practices. The Association acknowledges and agrees that laws governing patient privacy may prevent Wylie from disclosing information to the Association or the Association's Representative.

#### V. **COMPENSATION**

In consideration of Wylie providing the Fire Protection Services and Emergency Medical Services under this Agreement, the Association shall compensate Wylie as follows:

- (a) Quarterly Payments. The Association shall make quarterly payments to Wylie equal to the sum of the following calculation:
  - (1) The result of (A) then-current average market value of homes within the District, as determined by the Collin County Appraisal District and set forth in the annual certified taxable value table provided by the Collin County Appraisal District to Wylie<sup>1</sup> multiplied by (B) the then-current Wylie tax rate per \$100 in assessed value<sup>2</sup>;

<sup>1</sup> The parties agree that \$375,816 is the current average homestead market value of homes within the District, according to certified data dated as of September 16, 2020 and provided by the Collin County Appraisal District, as of the Effective Date.

<sup>2</sup> The parties agree that 0.671979 is the current Wylie tax rate per \$100 in assessed value as of the Effective Date.

- (2) The product of subsection (1) multiplied by the current amount of the Full Cost of Service of the Fire Department as a percentage of the overall general fund expenditures.
  - (3) The product of subsection (2) plus an amount equal to ten percent of the result of (1) and (2);
  - (4) The product of subsection (3) multiplied by the number of actual Service Connections within the Service Area for the calendar quarter immediately preceding the Service Connection Audit Date. The "Service Connection Audit Date" shall be the first day of the third month of the applicable calendar quarter. On or before March 15, June 15, September 15 and December 15 of each year, the Association must submit a report to Wylie showing the number of actual Service Connections within the Service Area for the Service Connection Audit Date for the applicable calendar quarter<sup>3</sup>;
  - (5) The product of subsection (4) divided by 4.<sup>4</sup>
- (b) Increases to the Full Cost of Service shall be effective as of January 1 of each year and shall be based on the budget for the fiscal year in which the increase to the Full Cost of Service occurs. [For example, the Full Cost of Service commencing on January 1, 2021 shall be based on the budget for the 2020-2021 fiscal year effective October 1, 2020.] Wylie shall provide the Association with sixty (60) days prior written notice of any annual increase in the Full Cost of Service.
  - (c) Notwithstanding anything to the contrary herein, the first quarterly payment required under this Subsection (a) shall be prorated to reflect the percentage of the then-current calendar quarter remaining. Wylie will send an invoice to the Association for each quarterly payment due under this Agreement within five (5) days of the Effective Date and on or before the first day of each calendar quarter thereafter (e.g., January 1, April 1, July 1, October 1). Except for the first payment required under this Subsection (a) (which such payment is due within five (5) days of the Effective Date), the Association's payment shall be due on the thirtieth (30th) day after Wylie sends the invoice. For illustration purposes only, an example of the compensation rate calculation is set forth in Exhibit C.

## VI. **SERVICE BILLING**

Nothing in this Agreement shall prohibit or limit Wylie from separately billing and collecting charges and fees from persons or other entities to whom Fire Protection Services or Emergency Medical Services are provided under this Agreement ("Service Recipients"); provided, however, that such charges and fees are the same types of charges and fees and are calculated at the same rates that Wylie applies to residents within its corporate limits. The Association shall

<sup>3</sup> The parties agree that 1,102 is the current number of Service Connections as of the Service Connection Audit Date immediately preceding the Effective Date.

<sup>4</sup> The parties agree that the amount of \$159,683.11 is the total amount due under this Section for the calendar quarter immediately preceding the Effective Date.

have no authority over, or responsibility for, any Service Recipient billing or collection activities for services provided by Wylie under this Agreement. The Service Recipient charges and fees billed or collected by Wylie under this Article shall be in addition to, and shall not affect, the Association's payment of any fees or other compensation under Article V (Compensation).

## **VII. TERM AND TERMINATION**

The term of this Agreement shall be for a period of one (1) year beginning on the Effective Date (hereinafter defined) and shall automatically renew for nineteen (24) successive one (1) year terms, unless terminated by either party in accordance with this Agreement. Notwithstanding anything to the contrary herein, either party is entitled to terminate this Agreement at any time and for any reason by giving ninety (90) days prior written notice to the other party, provided that any such termination by the Association shall comply with applicable provisions of the Charter and the Association's notice of termination includes evidence of such compliance with the Charter in a form deemed reasonably acceptable to Wylie. In addition, this Agreement shall automatically terminate on any of the following dates: (a) the date the Association is dissolved or terminated; (b) the date the Association's Charter is terminated; or (c) Section 10.3 of Article 10 of the Association's Charter is amended without the prior approval of Wylie, as evidenced by its execution of such amendment or a resolution attached thereto consenting to the same. In the event of termination by either party, Wylie shall be compensated pro rata for all services performed up to and including the termination date.

## **VIII. DEFAULT**

Either party is entitled to declare a default hereunder if the other party fails, refuses or neglects to comply with any of the terms of this Agreement. If a party declares a default of this Agreement, this Agreement shall terminate after notice and opportunity to cure as provided for herein. The party declaring a default shall notify the other party of any default in writing in the manner prescribed herein. The notice shall specify the basis for the declaration of default, and the party shall have ten (10) days from the receipt of such notice to cure any default.

## **IX. LIABILITY AND INSURANCE**

- (a) Liability. Wylie shall not be liable to the Association or any other person or entity for its decisions in the manner or method of providing Fire Protection Services or Emergency Medical Services. This Agreement is not intended to waive or alter any defense or immunity Wylie has under state law for claims arising out of the performance of this Agreement, including the manner or method of providing Fire Protection Services or Emergency Medical Services.
- (b) Insurance. The Association shall procure and keep in full force and effect throughout the term of this Agreement, at its sole cost and expense, all of the insurance policies specified in, and required by the Insurance Requirements, attached hereto as Exhibit B and



incorporated herein for all purposes. The Association also shall comply with all other requirements set forth in Exhibit B.

## X.

### **TERMINATION OF 2016 AGREEMENT**

- (a) Termination. Effective as of the Effective Date of this Agreement, (a) the 2016 Agreement is hereby terminated and the Association and Wylie for themselves and their respective successors and assigns acknowledge and agree that all obligations, duties, rights and benefits under the 2016 Agreement are hereby released and shall be of no further force or effect, except for the Association's obligation to pay any remaining and unpaid amounts due under the 2016 Agreement, which such obligations shall survive the termination of the 2016 Agreement; and (b) each party hereby releases the other party and their respective successors and assigns from any performance or any obligations, duties, rights or benefits, if any, that might have been required in the future under the 2016 Agreement.
- (b) Mutual General Release. Effective as of the Effective Date of this Agreement, the parties and their respective successors, assigns, heirs, affiliates, agents, servants, directors, officers, employees, and representatives fully and forever release and discharge each other and their respective successors, assigns, heirs, affiliates, agents, servants, directors, officers, employees and representatives (collectively, "Releasees" in their capacities as released parties hereunder), and all other persons acting for, under or in concert with Releasees, past or present, hereby release one another of or from any and all claims, demands, actions, causes of actions, suits, lawsuits, debts, liens, contracts, agreements, promises, obligations, damages, liabilities, losses, costs or expenses, including attorneys' fees, past or present, ascertained or unascertained, whether or not known, suspected or claimed to exist or which can hereinafter ever arise out of or result from or in connection with any act, omission, failure to act, breach or conduct suffered to be done or omitted to be done by Releasees, relating to any claims or issues arising from, in connection with, or surrounding the 2016 Agreement, except as set forth in subsection (a) above.

## XI.

### **MISCELLANEOUS**

- (c) Assignment. This Agreement may not be assigned by any party without the prior written consent of the other party.
- (d) Entire Agreement. This Agreement represents the entire and integrated Agreement between the parties with respect to the matters contained herein and supersedes all prior negotiations, representations and agreements regarding these matters, either written or oral.
- (e) Amendment. This Agreement may be amended only by the mutual written agreement of the parties.
- (f) 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.

- (g) Independent Contractor. Each party represents and agrees that it is an independent contractor and not an officer, agent, servant or employee of the other party; that each party shall have exclusive control of the details of the services performed hereunder and all persons performing the same; and that nothing in this Agreement shall be construed as creating a partnership or joint enterprise between the parties.
- (h) Binding Effect. This Agreement shall be binding on and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns.
- (i) Notice. Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States Mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested; or by delivering the same in person to such party 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 the Association, addressed to it at:

Inspiration Residential Association, Inc.  
Attn: Sheryl Porter  
The Addison  
14951 N. Dallas Pkwy, Sixth Floor  
Dallas, TX 75254T  
Telephone: (214) 451-5401  
Email: [Sheryl.porter@fsresidential.com](mailto:Sheryl.porter@fsresidential.com) [RPI]

and

Inspiration Residential Association, Inc.  
8200 Douglas, Avenue, Suite 300  
Dallas, Texas 75225  
Telephone: 214-750-1800  
Email: [tbascher@huffinescommunities.com](mailto:tbascher@huffinescommunities.com)

If to Wylie, addressed to it at:

City of Wylie  
Attn.: Chris Holsted, City Manager  
300 Country Club Road  
Wylie, Texas 75098  
Telephone: (972) 516-6010  
Email: [chris.holsted@wylietexas.gov](mailto:chris.holsted@wylietexas.gov)

and

Wylie Fire Department  
 Attn.: Brandon Blythe, Wylie Fire Chief  
 2000 N. Hwy 78  
 Wylie, Texas 75098  
 Telephone: (972) 429-8111  
 Email: brandon.blythe@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  
 Email: rpittman@abernathy-law.com

- (j) 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 immunity (governmental, sovereign or official) or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.
- (k) Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and the Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained in this Agreement.
- (l) 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.
- (m) Incorporation of Recitals. The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are hereby incorporated into the body of this Agreement and adopted as findings of Wylie and the Association.
- (n) Miscellaneous Drafting Provisions. This Agreement shall be deemed drafted equally by the parties. 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 is to be construed against either 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.
- (o) 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.



- (p) Multiple Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail and/or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.
- (q) Authority. The undersigned officers or agents are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of Wylie and the Association.

*[Signature page follows.]*

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective as of the Effective Date.

**City of Wylie, Texas**

By: \_\_\_\_\_  
Chris Holsted, City Manager  
Date: \_\_\_\_\_

**ATTEST:**

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

**Inspiration Residential Association, Inc.**

By: \_\_\_\_\_  
\_\_\_\_\_, President  
Date: \_\_\_\_\_

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 in and for the State of Texas  
 My Commission Expires: \_\_\_\_\_

STATE OF TEXAS           §  
                                      §  
 COUNTY OF COLLIN       §

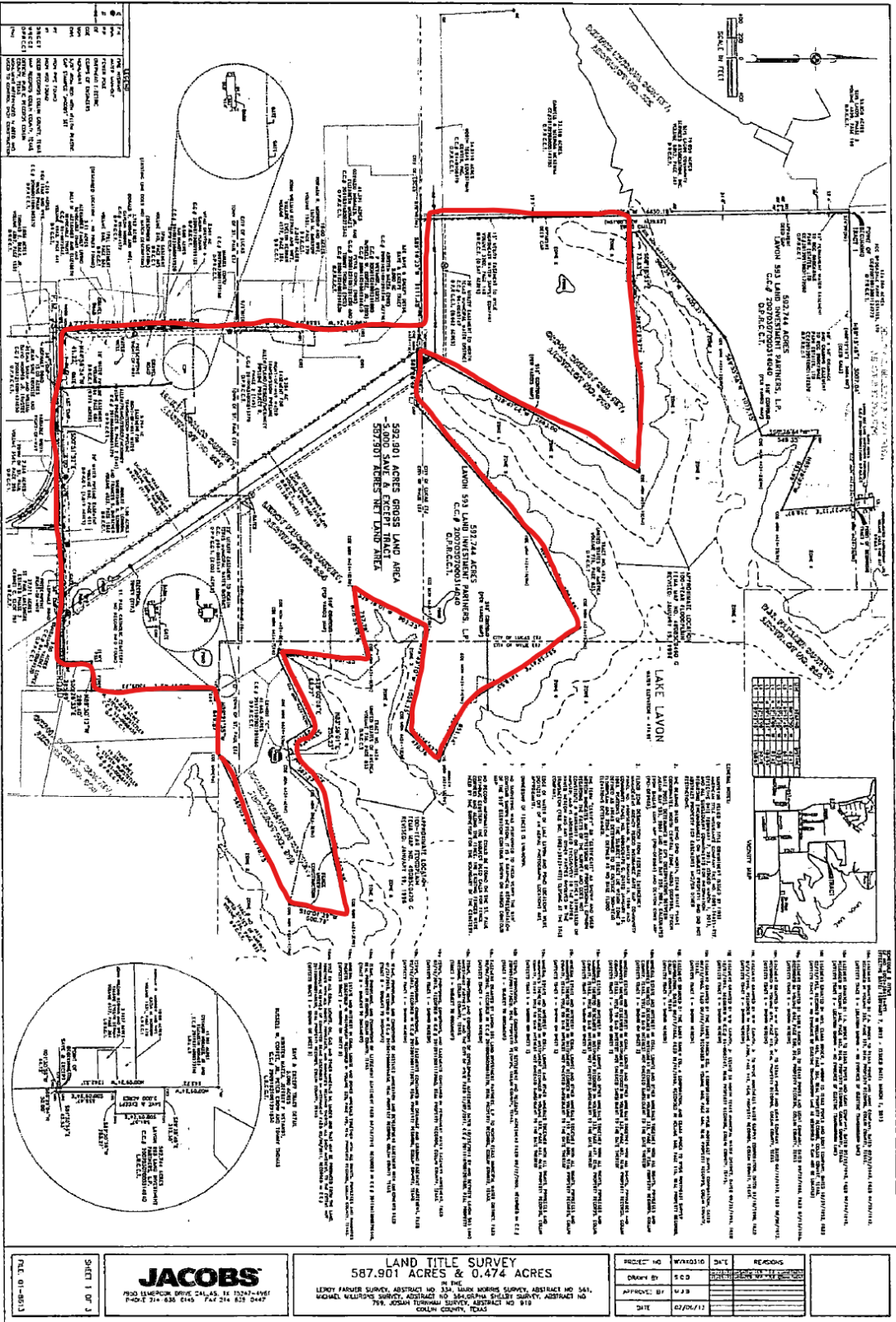
BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me that he is the \_\_\_\_\_ and duly authorized representative for the **Inspiration Residential Association, Inc.** 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 in and for the State of Texas  
 My Commission Expires: \_\_\_\_\_



Exhibit A  
Service Area



**Exhibit B**  
**Insurance Requirements**

- I. GENERAL INSURANCE REQUIREMENTS** – The Association shall, during the term of the Agreement, or any renewal or extension thereof, provide and maintain the types and amounts of insurance as set forth herein at the Association’s sole cost and expense. The Association is not relieved of any liability or other obligations arising under this Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration or types. All insurance and certificate(s) of insurance shall contain the following provisions:
- A. Name Wylie and its City Council members, officers, agents, representatives and employees as additional insureds as to all applicable coverage with the exception of workers compensation insurance.
  - B. Provide for at least thirty (30) days prior written notice of cancellation, non-renewal or material change or modification of any policies, evidenced by return receipt or United States Certified Mail. The words “endeavor to” and “but failure” (to end of sentence) are to be eliminated from the Notice of Cancellation provision on standard ACORD certificates.
  - C. Provide for a waiver of subrogation against Wylie for injuries, including death, property damage or any other loss to the extent the same is covered by the proceeds of the insurance.
  - D. Provide an endorsement applicable to each policy.
- II. INSURANCE COMPANY QUALIFICATION** – All insurance companies providing the required insurance shall be authorized to transact business in the State of Texas and shall have a minimum rating of “A” by A.M. Best’s Key Rating Guide, or other equivalent rating service.
- III. CERTIFICATE OF INSURANCE** – A Certificate of Insurance and accompanying endorsement evidencing the required insurance shall be submitted with the Association’s execution of the Agreement. If the Agreement is renewed or extended, a Certificate of Insurance and accompanying endorsement shall also be provided to Wylie prior to the date the Agreement is renewed or extended.
- IV. INSURANCE CHECKLIST** – “X” means that the following coverage is required for the Agreement:

Coverage Required	Limits
<input type="checkbox"/> 1. Worker’s Compensation & Employer’s Liability	<ul style="list-style-type: none"> <li>▪ Statutory Limits of the State of Texas</li> </ul>
<input checked="" type="checkbox"/> 2. Commercial General Liability	<ul style="list-style-type: none"> <li>▪ Minimum \$1,000,000.00 each occurrence;</li> <li>▪ Minimum \$2,000,000.00 in the aggregate.</li> </ul>
<input checked="" type="checkbox"/> 3. Coverage under the General Liability Insurance is primary to all other coverage City may possess.	
<input type="checkbox"/> 4. Other Insurance Requirements (state below):	

**Exhibit C**  
**Compensation Calculation Example**

**Annual Inspiration Rate Calculation Worksheet (2021)**

A		<b>\$375,816.00</b>	Average Home Market Value of Inspiration per County Tax Assessor - July 25th
B	X	<b>0.671979</b>	Current City of Wylie Tax Rate per \$100.00 in Value (Determined October 1st)
C	=	<b>\$2,525.40</b>	Total Taxable Amount
D	X	<b>20.86%</b>	Fire Department Expenditure Budget as Percentage of the Overall City of Wylie General Fund Budget
E	=	<b>\$526.80</b>	Base Annual Cost Per Household
F	X	<b>10.00%</b>	Out of City Service Charge
G	=	<b>\$579.48</b>	Total Amount Due Per Service Connection
H	X	<b>1,102</b>	Total Number of Service Connections (November 1st of Each Year)
I	=	<b>\$638,586.23</b>	Total Annual Amount Due
J	X	<b>4</b>	Quarters
K		<b>\$159,646.56</b>	Quarterly Amount Due (Final Due Date = January 30th, April 30th, July 30th, October 30th)





# Wylie City Council

## AGENDA REPORT

**Department:** City Manager  
**Prepared By:** City Secretary

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

### Subject

Consider, and act upon, Ordinance No. 2021-25 of the City Council of the City of Wylie, Texas, amending Wylie's Code of Ordinances, Ordinance No. 2021-17, as amended, Chapter 10 (Alcoholic Beverages), Article II (Possession and Consumption in Public Places); modifying regulations on the possession and consumption of alcoholic beverages in public places; providing a repealing clause, a severability clause, a penalty clause and an effective date.

### Recommendation

Motion to approve Ordinance No. 2021-25 of the City Council of the City of Wylie, Texas, amending Wylie's Code of Ordinances, Ordinance No. 2021-17, as amended, Chapter 10 (Alcoholic Beverages), Article II (Possession and Consumption in Public Places); modifying regulations on the possession and consumption of alcoholic beverages in public places; providing a repealing clause, a severability clause, a penalty clause and an effective date.

### Discussion

The proposed amendment allows for the sale, possession, and consumption of an alcoholic beverage, as those terms are defined by the TABC, for special events approved by the City Council, or the City Manager or their designee, on the premises of a park, recreational area or other public open space or facility or structure owned, leased or operated by the City.

The proposed ordinance sets such exceptions in Section 10-21 (b-2-b) authorizing the City Council, or the City Manager or their designee, to allow such possession and consumption on City property provided that:

- a valid license or permit to sell or serve alcoholic beverages was issued by the Texas Alcoholic Beverage Commission and the person was within the area authorized by the Texas Alcoholic Beverage Commission for alcohol sales, service or consumption; or
- a lease or rental agreement or other written permission had been granted by the City or the City Manager or his designee, allowing the possession and consumption of an alcoholic beverage, subject to conditions or regulations imposed by the City or the City Manager or his designee.

The proposed ordinance also brings the City's regulations into compliance with state law, which limits the City's authority to enforce prohibitions on the possession and consumption of alcoholic beverages to a certain extent.

## ORDINANCE NO. 2021-25

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WYLIE, TEXAS, AMENDING WYLIE'S CODE OF ORDINANCES, ORDINANCE NO. 2021-17, AS AMENDED, CHAPTER 10 (ALCOHOLIC BEVERAGES), ARTICLE II (POSSESSION AND CONSUMPTION IN PUBLIC PLACES); MODIFYING REGULATIONS ON THE POSSESSION AND CONSUMPTION OF ALCOHOLIC BEVERAGES IN PUBLIC PLACES; PROVIDING A REPEALING CLAUSE, A SEVERABILITY CLAUSE, A PENALTY CLAUSE AND AN EFFECTIVE DATE.**

WHEREAS, the City Council of the City of Wylie, Texas ("City Council") finds that it is in the best interest of the citizens of City of Wylie, Texas ("City") to amend Chapter 10 (Alcoholic Beverages), Article II (Possession and Consumption in Public Places) of the City's Code of Ordinances, Ordinance No. 2021-17, as amended ("Code of Ordinances"), as set forth below.

**NOW, THEREFORE, BE IT ORDAINED 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 Ordinance as if fully set forth herein.

SECTION 2: Amendment to Chapter 10 (Alcoholic Beverages), Article II (Possession and Consumption in Public Places) of the Code of Ordinances. Chapter 10 (Alcoholic Beverages), Article II (Possession and Consumption in Public Places) of the Code of Ordinances is hereby amended to read as follows<sup>1</sup>:

### **"CHAPTER 10 - ALCOHOLIC BEVERAGES**

#### **ARTICLE II – POSSESSION AND CONSUMPTION IN PUBLIC PLACES**

...

##### **Sec. 10-21. Declared Unlawful Possession and Consumption in Certain Public Places Prohibited**

~~It shall be unlawful for any person to possess or consume any open alcoholic beverage, as defined in Texas Alcoholic Beverage Code § 1.04, in any public place within the corporate limits of the City.~~

- (a) A person commits an offense if he possesses or consumes an alcoholic beverage on the premises of a park, recreational area or other public open space or facility or structure owned, leased or operated by the City. A

<sup>1</sup> Deletions are evidenced by ~~strike through~~; additions are underlined.

violation of this section is punishable by a fine not to exceed five hundred dollars (\$500.00) and shall be considered trespassing as defined by state law.

(b) It is a defense to prosecution or enforcement of a violation of Subsection (a) that:

(1) The container of alcoholic beverage possessed by the person had an unbroken seal or other evidence of having never been opened, or

(2) The person was on the premises of a park, recreational area or other public open space or facility or structure for which:

a. A valid license or permit to sell or serve alcoholic beverages was issued by the Texas Alcoholic Beverage Commission and the person was within the area authorized by the Texas Alcoholic Beverage Commission for alcohol sales, service or consumption; or

b. A lease or rental agreement or other written permission had been granted by the City or the City Manager or his designee, allowing the possession and consumption of an alcoholic beverage, subject to conditions or regulations imposed by the City or the City Manager or his designee.

(c) For the purpose of this Section, the term “alcoholic beverage” means and refers to an alcoholic beverage as defined by the Texas Alcoholic Beverage Code.

(d) Nothing in this Section is intended to prohibit or otherwise control the manufacture, sale, distribution, transportation, consumption or possession of alcoholic beverages, except to the extent allowed by state law.

#### **Sec. 10-22. Exceptions Reserved**

~~This article shall not apply to persons in their private residences as guests of other persons in such other persons' private residences or to persons within privately owned premises.”~~

**SECTION 3: Savings/Repealing.** All provisions of the Code of Ordinances 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 to the extent they are in conflict; 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



ordinances shall remain in full force and effect.

**SECTION 4: Severability.** 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: Effective Date.** This Ordinance shall become effective from and after its adoption and publication as required by law and the City Charter.

**DULY PASSED AND APPROVED** by the City Council of the City of Wylie, Texas, this 27th day of April, 2021.

---

Matthew Porter, Mayor

**ATTESTED AND  
CORRECTLY RECORDED:**

---

Stephanie Storm, City Secretary

*DATE OF PUBLICATION: May 5, 2021 in The Wylie News*



# Wylie City Council

## AGENDA REPORT

Department: City Manager  
Prepared By: City Manager

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

### Subject

Consider, and act upon, Resolution No. 2021-10(R), approving a Chapter 380 Agreement between the City of Wylie and Hillside Grill, LLC, and authorizing the City Manager to execute the Chapter 380 Agreement.

### Recommendation

Motion to approve Resolution No. 2021-10(R), approving a Chapter 380 Agreement between the City of Wylie and Hillside Grill, LLC, and authorizing the City Manager to execute the Chapter 380 Agreement.

### Discussion

On March 23, 2021, City Council authorized the City Manager and the EDC Director to draft an agreement, not to exceed \$200,000, for a project located at 2600 W. FM 544. The Company obligations include the purchase of the property, construction of the improvements not less than \$1,100,000, receive a Certificate of Occupancy for the remodeled restaurant, and to remain open and continually operating one year from the CO date. The City obligations include a grant up to \$200,000 upon completion of the Company obligations as outlined in the Chapter 380 Agreement.

**RESOLUTION NO. 2021-10(R)**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WYLIE, TEXAS, HEREBY AUTHORIZING THE CITY MANAGER OF THE CITY OF WYLIE, TEXAS, TO EXECUTE A CHAPTER 380 AGREEMENT BY AND BETWEEN THE CITY OF WYLIE AND HILLSIDE GRILL, LLC.**

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

SECTION 1: The City Manager of the City of Wylie, Texas, is hereby authorized to execute, on behalf of the City Council of the City of Wylie, Texas, the Chapter 380 Agreement by and between the City of Wylie, Texas and Hillside Grill, LLC.

SECTION 2: This Resolution shall take effect immediately upon its passage.

**RESOLVED** this the 27th day of April, 2021.

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

**ATTEST TO:**

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



**CHAPTER 380 AGREEMENT BY AND BETWEEN**  
**THE CITY OF WYLIE, TEXAS AND**  
**HILLSIDE GRILL, LLC**

This **CHAPTER 380 AGREEMENT** ("Agreement") is entered into by and between **Hillside Grill, LLC**, a Texas Limited Liability Company ("Company") and the **CITY OF WYLIE, TEXAS**, a Texas home-rule municipality ("City").

**W I T N E S S E T H:**

**WHEREAS**, the City Council of the City of Wylie, Texas ("City Council") has investigated and determined that it is in the best interest of the City and its citizens to encourage programs, including programs for making loans and grants of public money to promote local economic development and stimulate business and commercial activity in the City pursuant to Chapter 380, Texas Local Government Code, as amended, ("Chapter 380");

**WHEREAS**, Company has entered into a contract to acquire the tract of property located at 2600 W. FM 544, Wylie, Collin County, Texas 75098, which property is more fully described and/or depicted on the attached **Exhibit "A"** (the "Property");

**WHEREAS**, Company proposes to remodel the restaurant building currently situated on the Property (the "Restaurant") in accordance with the Plans hereinafter defined (the "Project"). The total cost of completing the Project, net of any costs related to acquiring the Property, shall be not less than One Million One Hundred Thousand Dollars (\$1,100,000.00);

**WHEREAS**, upon completion of the Project, Company shall obtain a permanent Certificate of Occupancy from the City for the remodeled Restaurant within one (1) year after the Effective Date of this Agreement (the "Performance Deadline");

**WHEREAS**, Company shall have the right to extend the Performance Deadline one (1) time for a period of ninety (90) additional days by providing written notice thereof to City prior to the Performance Deadline;

**WHEREAS**, the City Council has investigated and determined that Company meets the criteria for providing the assistance described in this Agreement, pursuant to Chapter 380, since the project will promote local economic development and stimulate business and commercial activities in the City; and

**WHEREAS**, the City is willing to provide Company with economic assistance on the terms and subject to the conditions stated herein, and Company is willing to accept the same subject to all terms and conditions contained in this Agreement.

**NOW, THEREFORE**, in consideration of the covenants and conditions contained in this Agreement, the City and Company agree as follows:

1. **Findings Incorporated**. The findings set forth above are made a part of this Agreement as if set forth herein verbatim.

2. Company Obligations. Company shall comply with the following requirements (collectively, the “Company Obligations”):

a) Year One Company Obligations:

i. Company shall supply documentation to the City that the Company has purchased and taken title to the Property for a purchase price of at least Two Million Two Hundred Thousand Dollars (\$2,200,000.00) on or before the Performance Deadline.

ii. Company shall complete the plans and specifications for the Project (the “Plans”) and submit them to the City for approval prior to commencement of construction on or before the Performance Deadline.

iii. Company shall commence construction of the Project on or before the Performance Deadline.

iv. Company shall complete construction of the Project in substantial accordance with the Plans and obtain from the City a permanent Certificate of Occupancy for the remodeled Restaurant on or before the Performance Deadline.

v. Company shall supply documentation to the City that the cost of constructing the Project, net of any costs related to acquiring the Property, was at least One Million One Hundred Thousand Dollars (\$1,100,000.00) on or before the Performance Deadline.

vi. Company shall supply documentation to the City that the Company has paid when due all taxes assessed to the Company, including, but not limited to, those related to the Restaurant and/or the Project, on or before the Performance Deadline.

b) Year Two Company Obligations:

i. Company shall supply documentation to the City that the Restaurant has remained open and continually operating from the date the City issues a permanent Certificate of Occupancy for the remodeled Restaurant (the “CO Date”) through the one (1) year anniversary of the CO Date.

ii. Company shall supply documentation to the City that the Company has paid when due all taxes assessed to the Company, including, but not limited to, those related to the Restaurant and/or the Project, through the one (1) year anniversary of the CO Date.

3. City Obligations. Subject to the terms and conditions of this Agreement and provided Company is not in default of this Agreement, the City shall comply with the following (the “City Obligations”):

- a) Within thirty (30) days after City receives documentation confirming that Company has satisfied all of the Year One Company Obligations set forth in Section 2(a) above, the City shall pay to Company an amount equal to One Hundred Thousand Dollars (\$100,000.00).
- b) Within thirty (30) days after City receives documentation confirming that Company has satisfied all of the Year Two Company Obligations set forth in Section 2(b) above, the City shall pay to Company an amount equal to One Hundred Thousand Dollars (\$100,000.00).

4. Events of Default. Each of the following shall constitute an Event of Default under this Agreement:

- a) General Event of Default. Failure of the Company to comply with or to perform any term, obligation, covenant or condition contained in this Agreement, or failure of the Company to comply with or to perform any term, obligation, covenant or condition contained in any other agreement by and between the Company and the City is an Event of Default.
- b) False Statements. Any warranty, representation or statement made or furnished to the City by or on behalf of the Company under this Agreement that is false or misleading in any material respect, either now or at the time made or furnished, is an Event of Default.
- c) Insolvency; Tax Delinquency. The Company's failure to pay taxes, fees, utility payments and other financial obligations owed to the City, dissolution or termination (other than a dissolution or termination by reason of a party merging with an affiliate) of a party's existence as a going business, insolvency, appointment of receiver for any part of the Company's property, any assignment for the benefit of creditors of the Company, any type of creditor workout for the Company, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against the Company is an Event of Default.

5. Effect of an Event of Default. On the occurrence of an Event of Default, the non-defaulting party shall give written notice to the other party of the Event of Default, and the defaulting party shall have three (3) days to cure said default. In the event said default is not cured within the prescribed time period, the non-defaulting party shall have the right to terminate this Agreement. In the event the Company defaults and fails to cure said default within the prescribed time period, the City shall be entitled to take any of the following actions, as its sole and exclusive remedies: (i) waive the default; (ii) immediately terminate this Agreement by providing written notice thereof to Company; (iii) if Company has received any payments from the City under this Agreement, then Company shall refund to the City the full amount of all such payments; or (iv) exercise any other remedies available to the City at law or equity. In the event the City defaults and fails to cure said default within the prescribed time period, the Company shall be entitled to take one of the following actions, as its sole and exclusive remedy: (i) waive the default; (ii) immediately terminate this Agreement by providing written notice thereof to the City; or (iii) seek specific performance of this Agreement.

6. Notices. Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested, or by delivering the same in person to such party via email or a hand-delivery service, Federal Express or any courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee, provided that notice given by U.S. mail return receipt shall be deemed to have been received upon deposit with the postal service. For purposes of notice, the addresses of the parties shall be as follows:

**If to the City:** City of Wylie, Texas  
 Attention: City Manager  
 300 Country Club Rd., Building 100, 1st Floor  
 Wylie, Texas 75098  
 Telephone: 972-516-6010  
 Email: chris.holsted@wylietexas.gov

**Copy to:** Abernathy, Roeder, Boyd & Hullett, P.C.  
 Attention: G. Randal Hullett  
 1700 Redbud Blvd., Suite 300  
 McKinney, Texas 75069  
 Telephone: (214) 544-4000  
 Email: rhullett@abernathy-law.com

**If to Company:** \_\_\_\_\_  
 Attention: \_\_\_\_\_  
 \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 Email: \_\_\_\_\_

**Copy to:** \_\_\_\_\_  
 Attention: \_\_\_\_\_  
 \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 Email: \_\_\_\_\_

7. Verification and Compliance. The Company will allow the City to audit, if deemed necessary by the City, all of the Company's records, documents, agreements and other instruments in furtherance of the following purposes to the extent such documents reasonably relate to the matters herein: (i) to ensure the Company's compliance with the affirmative covenants set forth in this Agreement; (ii) to determine the existence of an Event of Default under the terms of this Agreement; and/or (iii) to ensure compliance with any other terms and conditions set forth herein or in any related documents. The City will provide the Company with written notice of any request for an audit and



shall cooperate with the Company to schedule audit activities during the Company's normal business hours so as to minimize disruption to the Company's normal business operations.

8. Limitation on Liability; Indemnity. It is understood and agreed that the Company and the City, in satisfying the conditions of this Agreement, have acted independently, and that the City assumes no responsibilities or liabilities to third parties in connection with these actions. THE COMPANY AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY AND ITS OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS AND REPRESENTATIVES FROM ALL CLAIMS, SUITS, AND CAUSES OF ACTIONS, LIABILITIES AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, OF ANY NATURE WHATSOEVER ASSERTED BY A THIRD PARTY AND ARISING OUT OF THE COMPANY'S PERFORMANCE OF THE CONDITIONS AND/OR OBLIGATIONS UNDER THIS AGREEMENT.

9. Miscellaneous Provisions.

- a) Binding Agreement. This Agreement shall constitute a valid and binding agreement by and between the City and Company.
- b) Savings/Severability. If a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances, or affect any other provision hereof. It is the intention and agreement of the parties to this Agreement that each such illegal, invalid or unenforceable provision shall be amended by the parties hereto to the extent necessary to make it legal, valid and enforceable while achieving the same objective of such provision, or, if that is not possible, by substituting therefore another provision that is legal, valid and enforceable and achieves the same objectives (or, if such provision cannot be amended or a provision substituted therefore in a manner that is legal, valid and enforceable and achieves the same objectives, then such provision shall be amended or a new provision substituted therefore that achieves as closely as possible the same objectives or economic position as the illegal, invalid or unenforceable provision, irrespective of whether such amendment or substituted provision is materially different than the illegal, invalid or unenforceable provision).
- c) Default. Notwithstanding any provision in this Agreement to the contrary, Company's and the City's only liability for breaching any provision of this Agreement shall be the remedies expressly set forth in this Agreement.
- d) Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the parties hereto.
- e) Venue. This Agreement shall be construed in accordance with the laws of the State of Texas and shall be performable in Collin County, Texas. In the event of a lawsuit

brought pursuant to this Agreement, exclusive venue shall lie in Collin County, Texas.

- f) Consideration. This Agreement is executed by the parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.
- g) Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.
- h) Representations. Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had an opportunity to confer with its counsel.
- i) 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 of this Agreement.
- j) 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.
- k) 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.
- l) 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.
- m) Immunity. It is expressly understood and agreed that, in the execution and performance of this Agreement, the City 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.

- n) Assignment. This Agreement or any part thereof shall not be assigned or transferred by any party without the prior written consent of the other party.
- o) Undocumented Workers. The Company represents and certifies that the Company does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code. If during the Term of this Agreement, the Company is convicted of a violation under 8 U.S.C. § 1324a(f), the Company shall repay to the City an amount equal to all payments tendered to the Company under this Agreement and any other funds received by the Company from the City under this Agreement plus interest, at the rate of four percent (4%), not later than the 120th day after the date the City notifies the Company of the violation.

**[SIGNATURES APPEAR ON THE FOLLOWING PAGES]**

**IN WITNESS WHEREOF**, the parties have executed this Agreement and caused this Agreement to be effective on the \_\_\_\_ day of \_\_\_\_\_, 2021 ("Effective Date").

**ATTEST:**

**CITY OF WYLIE, TEXAS**

By: \_\_\_\_\_  
Stephanie Storm, City Secretary

By: \_\_\_\_\_  
Chris Holsted, City Manager

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 he is the duly authorized representative for the **CITY OF WYLIE, TEXAS**, and 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



**COMPANY:**

**Hillside Grill, LLC,**  
a Texas Limited Liability Company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF TEXAS       §  
                                  §  
COUNTY OF COLLIN   §

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, \_\_\_\_\_ of **Hillside Grill, LLC**, a Texas Limited Liability Company, known to me to be one of the persons whose names are subscribed to the foregoing instrument, and who acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated on behalf of said company.

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

\_\_\_\_\_  
Notary Public, State of Texas

**EXHIBIT "A"**  
**DESCRIPTION AND/OR DEPICTION OF THE PROPERTY**

Legal Description: WOODBRIDGE CENTRE PHASE I ADDITION, BLK B, LOT 10



# Wylie City Council

## AGENDA REPORT

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

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

### Subject

Hold a Public Hearing, consider, and act upon, a change of zoning to amend PD 2018-05, to allow for additional multi-family residential development in lieu of commercial development on 15.72 acres, generally located on the Northwest Corner of Westgate Way and State Highway 78. (ZC2021-09)

### Recommendation

Motion to recommend approval upon a change of zoning to amend PD 2018-05, to allow for additional multi-family residential development in lieu of commercial development on 15.72 acres, generally located on the Northwest Corner of Westgate Way and State Highway 78. (ZC2021-09)

### Discussion

**OWNER: Seventy8 & Westgate LP**

**ENGINEER: Cross Development**

The applicant is requesting to amend the Seventy8 & Westgate Planned Development Ordinance No. 2018-05 to allow for an additional multi-family building in lieu of the commercial development outlined in the Planned Development (PD).

The amended PD conditions and zoning exhibit propose a 30-unit multi-family building with additional parking on approximately 3.5 acres of property previously reserved for nearly 19,000 square feet of commercial development.

With the multi-family building, the proposed zoning exhibit amendments on the south side of the property include additional resident parking to meet the concerns of the Planning and Zoning Commission. In addition, an initial proposal for townhomes in the place of the north side restaurant site was removed at the request of P&Z and would retain the original layout.

The amendments are reflected in the PD Conditions by increasing the multi-family units per acre to 25 from the existing 24 and removing references to Phase II commercial use parking requirements. A revised zoning exhibit is included which shall become part of the Ordinance, if approved and adopted. Within the 15.72 acres of this Planned Development, the amended proposal retains existing 3,485 sf of restaurant space and 2,300 sf of retail space.

If zoning is approved, a revised site plan and replatting will be required before development can commence.

The development is subject to a Chapter 380 Agreement in which the developer received a waiver of development fees while agreeing to develop a mixed-use community of residential and commercial uses.

Notifications/Responses: 11 notifications were mailed; with no responses received in opposition or in favor of the request.

### P&Z Commission Discussion

After some discussion regarding the loss of commercial frontage on Westgate and concerns regarding residential parking the Commission voted to recommend approval 6-0 with the conditions that the townhomes be removed from the zoning exhibit and additional residential parking be added.





# Locator Map

04/27/2021 Item 7.

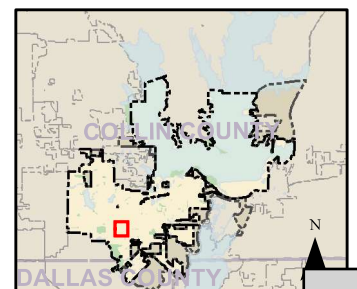


ZC 2021-09; Seventy8 & Westgate



Subject Property

0 187.5 375 750 1,125 1,500 Feet





**A1.1**  
ENLARGED SITE  
PLAN  
Copyright © 2021



SCALE: 1" = 80'-0"

## EXHIBIT B

## Planned Development District

## Westgate Apartments

ZC 2021-09

**1.3 Relationship to Other Plans** – Unless otherwise expressly stated in this exhibit and the accompanying concept plan (Exhibit B), Westgate Apartments shall abide by all the rules and regulations of the City of Wylie Zoning Ordinance in place at the time of enactment (2021-02).

**3.3.B.1 Purpose** – The purpose of this Planned Development (PD) is to allow for a development allowing a mix of high-density residential and commercial uses in a walkable living environment. This PD will address the semi-urban residential and retail needs within the City of Wylie.

**3.3.B.3 Design Standards –****Figure 3.6 – Multifamily District**

Minimum Dwelling Size	EF – 590sf, 1BR – 675sf, 2BR -1,000sf, 3BR - 1,250sf
Maximum Density	25 units per gross acre
Design Standards	Section 3.4 of this PD and Zoning Ordinance
Front Yard setback (feet)	25
Main Structure Height	65 feet
Accessory Structure Height	18 feet

**3.4.A Design Standards Review** – All development within this PD will achieve all of the design standards from Article 3 as follows, replacing the applicable section of ‘base’ and ‘desirable’ standards in the Zoning Ordinance.

**3.4.D.3.a Provision of Public Pathways – Perimeter walkways and landscape, Base Standard** - All Residential Developments shall provide an eight foot minimum concrete public walkway with a 10 foot minimum width landscape buffer at the front perimeter of the development to provide access to the subdivision. Large canopy trees shall be provided at 50 ft o.c. The walkway may be located partially in the landscape buffer and partly within the street right-of-way parkway and must be placed a minimum of five foot off the curb. Minimum size for shade trees shall be 3 inches in caliper and 14 to 16 feet in height. Ornamental shade trees shall have a minimum diameter of 3 inches, while ornamental flowering trees shall be eight to ten feet in height.

**Figure 4-2 – Community Retail District (CR)****Height**

Height of Main Structure (feet)	36
Number of Stories	2
Residential Proximity	3 : 1 slope from residential lot line

**Building Placement and Coverage**

Front Yard Setback (feet)	25
Side Yard Setback (feet)	5
Rear Yard Setback (feet)	5

**Buffering and Screening**

Nonresidential Use Adjacent to Multifamily	Double Side & Rear Setback – 5' required landscaping w/screening
Service and Loading Areas	No dedicated service loading area, private loading

**4.3.D.1a Building Placement** - There will be two (2) entrances/facades for the restaurant, one oriented facing Westgate Way right-of-way and the other facing a private drive within mixed use development.

**4.3.D.4a Location of Service Areas and Loading** – There is not a dedicated loading area for the restaurants, but the private drive is considered a loading access.

**4.3.F.1a Architectural Features** – Architectural design features will be compatible with attached photos to achieve the required materials and façade articulation to meet Planning & Zoning and Building Official approvals.

**4.3.F.2a Building Articulation, Form and Massing** – Architectural design features will be compatible with attached photos to achieve the required materials, projections, recessed areas, canopies, projection heights, or other architectural elements for façade articulation to meet Planning & Zoning and Building Official approvals.





**5.1 Land Use Charts** – Phase 1 consist of any use allowed within the High-Density Residential and Commercial Retail (CR) columns in section B, D, E & F of Figure 5-3 (Land Use Tables), whether by-right or as an SUP, shall be allowed by-right within the PD. Phase II (Hatched South property) on site plan Exhibit B, will be any use allowed within Commercial Retail (CR) columns in section B, D, E, & F of Figure 5-3 (Land Use Tables).

**5.2.B.7b Multifamily Dwelling Additional Provisions** - A playground shall not be required. Building numbers shall be placed on each building. On-site staff will be utilized to assist with directions about the property. A trash compactor will be provided for residence in lieu of a lidded dumpster. Covered mail boxes shall be incorporated into the design at the clubhouse.

### **7.3.C.1 Off Street Parking Requirements**

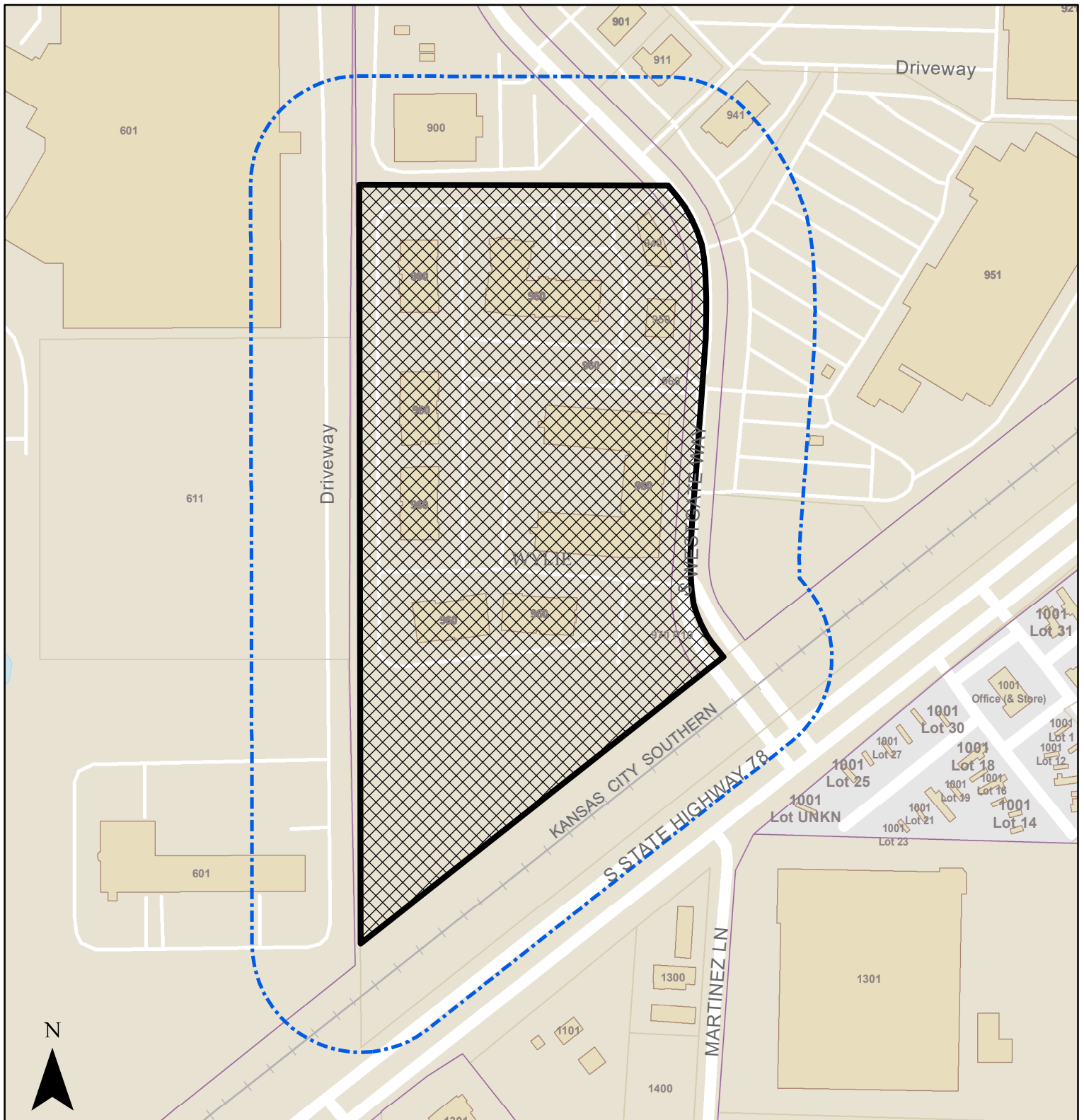
All on-site parking shall be as follows:

- Multi-family – 1.6 spaces per unit in Phase 1, 1.8 spaces per unit in Phase II.
- All parking for other uses will be shared among mixed used development

The developer will endeavor to work with the City's Public Arts Advisory Board liaison for potential art throughout the development.

# Notification Map

04/27/2021 Item 7.



ZC 2021-09; Seventy8 & Westgate

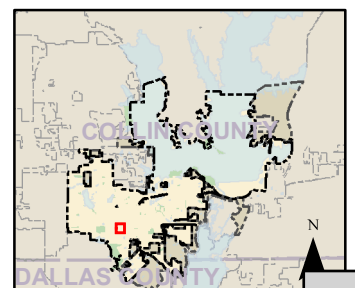


200 Foot Notification Buffer



Subject Property

0 120 240 480 720 960 Feet





# Wylie City Council

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## AGENDA REPORT

Department: Human Resources  
Prepared By: Lety Yanez

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

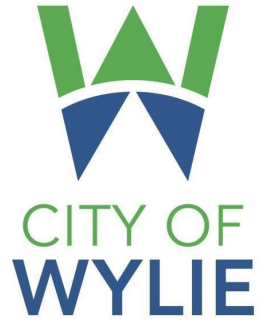
### Subject

Human Resources Department Presentation.

### Recommendation

### Discussion

Please see attached presentation.



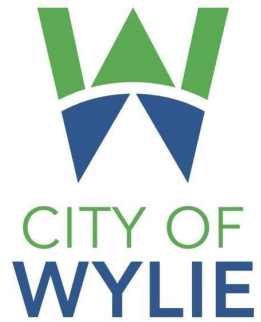
# HUMAN RESOURCES

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Fiscal Year 2020-2021







# HUMAN RESOURCES

## The team is responsible for

- Job postings and employee onboarding
- Maintaining pay plans and job description
- Overseeing performance evaluation system
- Employee files and responding to open records
- Employee benefits and wellness programs
- Health and safety, workers compensation
- Employee training
- Transitions students
- Employee relations and handbook



# HUMAN RESOURCES

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## Employment Data

	2018	2019	2020
External Job Postings	42	45	33
Internal Job Postings	9	21	12
Applications Received	1940	1996	1,999
New Hires	95	91	75
Internal Promotions	13	50	32
Turnover Rate	15%	11%	11%

# HUMAN RESOURCES

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## Accidents and Injuries

Item	2018	2019	2020
Lost Hours	811.25	3,395	2,355
Lost Days	101	191	294
Accidents	24	25	23
Injuries	41	40	28

# HUMAN RESOURCES

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## Training

- Due to COVID-19 restrictions, HR transitioned to online training using NEOGOV Learn. All employees were assigned:
  - ★ First Amendment Auditor Visits to City Facilities
  - ★ Mandatory Cybersecurity Safety
  - ★ *All People Matter, Beginning with Respect*
  - ★ *Who Is In Your Dugout?*
  - ★ *Practicing Hand Hygiene*
- Employees can self-enroll in NEOGOV Learn course, over 1000+ topics
- Several departments created their own NEOGOV Learn courses



# HUMAN RESOURCES

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## COVID-19 Statistics\*

- Number of total positive COVID-19 tests:
  - WPD Employees = 7
  - WFR Employees = 20
  - Gen Gov Employees = 48
- Number of employees using emergency leave in 2020: 96
- Number of WC claims: 14

\* As reported to HR

# HUMAN RESOURCES

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- **Employee Engagement during COVID-19**

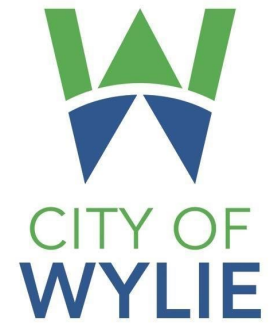
- Surveyed employees to understand concerns and held a City-wide Google Meet
- Weekly email updates to address federal and state/local updates
- Tracked COVID-19 cases and contact tracing, when possible
- Shifted to online forms and training
- Created internal employee page
- Hosted virtual benefits meetings, wellness challenges, lunch-n-learns
- Outdoor employee event
- Challenge coins
- Virtual employee awards ceremony
- Volunteered where needed

# HUMAN RESOURCES

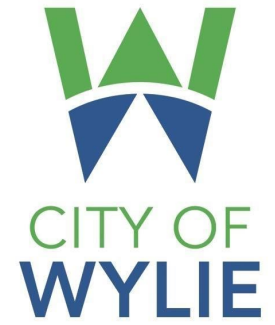
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## Accomplishments for FY2021

- Transition to online forms
- First electronic benefits open enrollment
- Created internal employee site for online employee newsletter and more
- Continued safety and accident prevention measures through email and online training
- Coordinated the presentation of milestone anniversary gifts







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# THANK YOU