

Wylie City Council Regular Meeting

October 14, 2025 – 6:00 PM

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



CALL TO ORDER

INVOCATION & PLEDGE OF ALLEGIANCE

PRESENTATIONS & RECOGNITIONS

PR1. Municipal Court Week.

PR2. Domestic Violence Awareness Month.

PR3. National Community Planning Month.

PR4. Breast Cancer Awareness Month.

COMMENTS ON NON-AGENDA ITEMS

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

CONSENT AGENDA

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

- A. Consider, and act upon, approval of September 23, 2025 Regular City Council Meeting minutes.
- B. Consider, and act upon, a Farm Lease Agreement for the use of specified City property for hay production to prevent weed overgrowth between the City of Wylie and Ben Scholz, and authorizing the City Manager to execute any necessary documents.
- C. Consider, and act upon, a Final Plat of Young Addition, Lot 1, Block A, creating one commercial lot on 0.422 acres. Property located at 2803 W. FM 544.
- D. Consider, and act upon, a Final Plat, being a Replat of Lots 2R1 & 2R2, Block A of Senior Medical Addition, creating two commercial lots on 5.434 acres, generally located at 2310 W. FM 544.
- E. Consider, and act upon, a request regarding the enclosure of an existing outdoor covered storage area and conversion of a garage for overflow seating for a restaurant located in the Downtown Historic District. Property located at 302 N. Ballard.
- F. Consider, and act upon, Modification No. 4 to Wylie Contract #W2021-76-A for Employee Medical, Dental, and Rx Benefits with Cigna Health and Life Insurance Company in an estimated amount of \$294,766; and authorizing the City Manager to execute any necessary documents.

- G. Consider, and act upon, Ordinance No. 2025-37 amending Ordinance No. 2025-32, which established the fiscal year 2025-2026 budget, providing for repealing, savings, and severability clauses, and the effective date of this ordinance.

REGULAR AGENDA

1. **Tabled from 08-26-2025**

Remove from table and consider

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

2. Consider, and act upon, Resolution No. 2025-23(R) to provide sanitary sewer service to First Step Homes for a proposed project (Vecina) located outside of the City limits near the intersection of E. FM 544 and Wheelis Road, and authorize the City Manager to negotiate a Wastewater Service Agreement between the City and First Step Homes subject to final approval by the City Council.

WORK SESSION

WS1. Discuss development options on property currently owned by Sanden International.

WS2. Discuss and provide direction on establishing a Sister City with the City of Mitrovica North, Kosovo.

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. Discuss options for the Stonehaven House.

ES2. Consider the sale or acquisition of properties located at Brown/Eubanks, FM 544/Cooper, FM 544/Sanden, Jackson/Oak, Regency/Steel, State Hwy 78/Alanis, State Hwy 78/Brown, State Hwy 78/Kreymer, and State Hwy 78/Skyview.

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

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

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

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: 2022-1b, 2022-1c, 2022-10c, 2023-1c, 2024-5a, 2024-10c, 2024-12c, 2025-4a, 2025-4d, 2025-8i, 2025-9a, 2025-9b, 2025-9c, and 2025-9d.

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 October 8, 2025 at 5:00 p.m. on the outside bulletin board at Wylie City Hall, 300 Country Club Road, Building 100, Wylie, Texas, a place convenient and readily accessible to the public at all times.

Stephanie Storm, City Secretary

Date Notice Removed

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

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

Texas Government Code Section:

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



Wylie City Council

AGENDA REPORT

Department: City Secretary
Prepared By: Stephanie Storm

Account Code: _____

Subject

Consider, and act upon, approval of September 23, 2025 Regular City Council Meeting minutes.

Recommendation

Motion to approve the Item as presented.

Discussion

The minutes are attached for your consideration.

Wylie City Council Regular Meeting Minutes

September 23, 2025 – 6:00 PM

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



CALL TO ORDER

Mayor Matthew Porter called the regular meeting to order at 6:03 p.m. The following City Council members were present: Councilman David R. Duke, Councilman Dave Strang, Councilman Todd Pickens, Councilman Sid Hoover, and Councilman Scott Williams. Mayor *Pro Tem* Gino Mulliqi was absent.

Staff present included: City Manager Brent Parker; Deputy City Manager Renae Ollie; Assistant City Manager Lety Yanez; Fire Chief Brandon Blythe; Finance Director Melissa Brown; Communications and Marketing Director Craig Kelly; City Secretary Stephanie Storm; Police Chief Anthony Henderson; Library Director Ofilia Barrera; Public Works Director Tommy Weir; Wylie Economic Development Corporation Executive Director Jason Greiner; and various support staff.

INVOCATION & PLEDGE OF ALLEGIANCE

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

PRESENTATIONS & RECOGNITIONS

PR1. Manufacturing Day.

Mayor Porter presented a proclamation proclaiming October 3, 2025, as Manufacturing Day in Wylie, Texas. Members of the Wylie Economic Development Corporation, Sanden International, Helm Dental Laboratory, Savage Precision Fabrication, Glen Echo Brewery, Wylie Area Chamber of Commerce, Wylie ISD, SAF-Holland, and Raytheon were present to accept the Proclamation.

PR2. Fire Prevention Week.

Mayor Porter presented a proclamation proclaiming October 5-11, 2025, as Fire Prevention Week in Wylie, Texas. Members of the Fire Department were present to accept the Proclamation.

PR3. Wylie Animal Services Best Friends Animal Society Recognition.

Mayor Porter recognized Wylie Animal Services for achieving the Best Friends Animal Society Recognition. Members of Animal Services were present to receive the recognition.

PR4. Hispanic Heritage Month.

Mayor Porter recognized Hispanic Heritage Month.

COMMENTS ON NON-AGENDA ITEMS

Any member of the public may address Council regarding an item that is not listed on the Agenda. Members of the public must fill out a form prior to the meeting in order to speak. Council requests that comments be limited to three minutes for an

individual, six minutes for a group. In addition, Council is not allowed to converse, deliberate or take action on any matter presented during citizen participation.

Bethany Sullivan addressed the City Council regarding reading materials at the Library.

Svan Patel addressed the City Council, inviting the public to attend the Diwali festival on October 21, 2025 from 1:00 p.m. to 8:00 p.m. at the BAPS Shri in Irving.

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 September 9, 2025 Regular City Council Meeting minutes.**
- B. Consider, and place on file, the monthly Revenue and Expenditure Report for the Wylie Economic Development Corporation as of August 31, 2025.**
- C. Consider, and act upon, the City of Wylie Monthly Revenue and Expenditure Report for August 31, 2025.**
- D. Consider, and act upon, the City of Wylie Monthly Investment Report for August 31, 2025.**
- E. Consider, and act upon, approving the Debt Management Policy.**
- F. Consider, and act upon, approving the Financial Management Policies.**
- G. Consider, and act upon, Resolution No. 2025-19(R) approving the current Investment Policy as required by the Texas Government Code, Chapter 2256, Public Funds Investment Act, Subchapter A - Authorized Investments for Governmental Entities.**
- H. Consider, and act upon, authorizing the City Manager to execute an Aboveground Facilities Easement Agreement with Atmos Energy Corporation to acquire an easement over, across, under and upon the lands located on City owned property generally located at the southeast corner of Ballard Ave. and Cloudcroft Dr., and to accept an offer of \$42,387.80 as just compensation for the acreage within the easement.**
- I. Consider, and act upon, the annual renewal of an Interlocal Jail Services Agreement with Collin County, Texas, and authorizing the City Manager to execute any necessary documents.**
- J. Consider, and act upon, Ordinance No. 2025-34 amending Ordinance No. 2024-25, which established the budget for fiscal year 2024-2025; providing for repealing, savings and severability clauses; and providing for an effective date of this ordinance.**
- K. Consider, and act upon, the approval of the attached reimbursement request for Mayor Matthew Porter presented to the City Council.**
- L. Consider, and act upon, Resolution No. 2025-20(R) of the City of Wylie, Texas finding that Oncor Electric Delivery Company LLC's ("Oncor" or "Company") application to amend its Distribution Cost Recovery Factor and update Generation Riders to increase distribution rates within the City should be denied; authorizing participation with the Steering Committee of Cities served by Oncor; finding that the Company's application is unreasonable and should be denied; the current rates shall not be changed; finding that the City's reasonable rate case expenses shall be reimbursed by the**

company; finding that the meeting at which this Resolution is passed is open to the public as required by law; requiring notice of this Resolution to the company and legal counsel.

Council Action

A motion was made by Councilman Williams, seconded by Councilman Hoover, to approve the Consent Agenda as presented. A vote was taken and the motion passed 6-0 with Mayor *Pro Tem* Mulliqi absent.

REGULAR AGENDA

1. **Hold a Public Hearing, consider, and act upon, Ordinance No. 2025-35 amending Wylie's Code of Ordinances, Ordinance No. 2021-17, as amended, Chapter 114 (Utilities), adding Article VI (Municipal Drainage Utility System), Division 1 (Creation and Administration) to establish a Municipal Drainage Utility System; providing for drainage service, billing, exemptions, drainage charges, and appeals; providing a repealing clause, severability clause, savings clause; providing for a criminal penalty of a fine not to exceed the sum of five hundred dollars (\$500.00); providing an effective date; and providing for the publication of the caption hereof.**

Staff Comments

Public Works Director Weir addressed Council, stating there has been a change made to the proposed ordinance from what was posted in the packet, which includes changing the references from City Engineer to Public Works Director. Weir gave a brief presentation on the Municipal Drainage Utility System Drainage Project and answered questions from the Council.

Public Hearing

Mayor Porter opened the public hearing on Item 1 at 7:07 p.m., asking anyone present wishing to address Council to come forward.

Jacki Tobar addressed the Council and suggested that places needing drainage improvements be prioritized, and that affected residents should take precedence over commercial properties.

Mayor Porter closed the public hearing at 7:09 p.m.

Council Action

A motion was made by Councilman Strang, seconded by Councilman Duke, to approve Item 1 as amended with changing the references from City Engineer to Public Works Director, authorizing staff to make those changes, and the Mayor to execute the document. A vote was taken and the motion passed 6-0 with Mayor *Pro Tem* Mulliqi absent.

2. **Hold a Public Hearing, consider, and act upon, Ordinance No. 2025-36 amending Wylie's Code of Ordinances, Ordinance No. 2021-17 as amended, Appendix A (Comprehensive Fee Schedule), by adding Section XV (Drainage Utility Fees); establishing a Municipal Drainage Utility System Fee; providing for exemptions and credits; providing a repealing clause, severability clause, savings clause; providing for a criminal penalty of a fine not to exceed the sum of five hundred dollars (\$500.00); providing for an effective date; and providing for the publication of the caption hereof.**

Staff Comments

Public Works Director Weir addressed Council, stating there has been a change made to the proposed ordinance from what was posted in the packet, which includes adding verbiage to the state-mandated exemptions, and adding additional exemptions, 1) religious institutions, 2) city-owned property, and 3) county-owned property, and answered questions from the Council.

Public Hearing

Mayor Porter opened the public hearing on Item 2 at 7:18 p.m., asking anyone present wishing to address Council to come forward.

No persons were present wishing to address the Council.

Mayor Porter closed the public hearing at 7:18 p.m.

Council Action

A motion was made by Mayor *Pro Tem* Mulliqi, seconded by Councilman Pickens, to approve Item 1 as amended, making amendments to 3. Exemptions to include state-mandated exemptions, and additional exemptions, including 1) religious institutions, 2) city-owned property, and 3) county-owned property, authorizing staff to make those changes, and the Mayor to execute the document. A vote was taken and the motion passed 6-0 with Mayor *Pro Tem* Mulliqi absent.

3. **Consider, and act upon, the submission of an Official Ballot for the Texas Municipal League (TML) Region 13 Director Election.**

Council Comments

Mayor Porter stated that candidates Crystal Chism and Wes Mays did reach out to the Council beforehand by email/mail.

Council Action

A motion was made by Councilman Williams, seconded by Councilman Strang, to cast the City's ballot for the election to the TML Region 13 Director Election to Wes Mays. A vote was taken and the motion passed 6-0 with Mayor *Pro Tem* Mulliqi absent.

4. **Consider, and act upon, Resolution No. 2025-21(R) casting a nomination for candidate(s) for the Board of Directors of the Collin Central Appraisal District.**

Council Action

No action was taken by the Council.

5. **Consider, and act upon, Resolution No. 2025-22(R) casting a nomination for a candidate(s) for the Board of Directors of the Rockwall Central Appraisal District.**

Council Action

No action was taken by the Council.

READING OF ORDINANCES

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

City Secretary Storm read the captions of Ordinance Nos. 2025-34, 2025-35, and 2025-36 into the official record.

ADJOURNMENT

A motion was made by Councilman Strang, seconded by Councilman Pickens, to adjourn the meeting at 7:28 p.m. A vote was taken and the motion passed 6-0 with Mayor *Pro Tem* Mulliqi absent.

Matthew Porter, Mayor

ATTEST:

Stephanie Storm, City Secretary



Wylie City Council

AGENDA REPORT

Department:

Parks and Recreation

Account Code:

Prepared By:

Carmen Powlen

Subject
Consider, and act upon, a Farm Lease Agreement for the use of specified City property for hay production to prevent weed overgrowth between the City of Wylie and Ben Scholz, and authorizing the City Manager to execute any necessary documents.
Recommendation
Motion to approve the Item as presented.
Discussion
East Meadow has 53.25 acres of pasture located at 1500 W. Brown Street, Wylie, TX 75098. The resulting lease agreement would provide for the temporary use of the East Meadow property for hay production. The City's primary benefit is preventing the property from becoming overgrown with weeds. The lease term would be one year, with an option to renew for one additional year. The lease agreement is based on a fixed annual rental fee of \$475.00, payable in a lump sum at the beginning of the lease. Parks and Recreation recommends moving forward with the Farm Lease Agreement with Ben Scholz to prevent overgrowth at the East Meadow trailhead.

Farm Lease Agreement

By and Between the City of Wylie and Ben Scholz

This Farm Lease Agreement (the "Lease"), made and entered into this 1st day of October, 2025, by and between the City of Wylie, Texas (the "Lessor"), a Texas municipal corporation, and Ben Scholz, an individual (the "Lessee") hereinafter collectively referred to as "Parties".

WHEREAS, the Lessor desires to provide for an appropriate temporary use of a specified portion of its real property; and

WHEREAS, Lessee has shown an ability to adequately meet the terms and conditions of this Lease; and

WHEREAS, Lessor desires to allow Lessee to use the specified portion of its real property for hay production for cattle feed to prevent the said property from becoming overgrown with weeds.

WHEREAS, it is in the best interest of the Lessor and its inhabitants to enter into a Lease Agreement with Lessee for an appropriate temporary use of a specified portion of its real property.

NOW THEREFORE, in consideration of the terms, conditions, and covenants herein set forth, Lessor and Lessee mutually agree as follows:

1. GRANT

For and in consideration of the mutual covenants and agreements herein set forth and other good and valuable consideration, Lessor does hereby lease to Lessee, and Lessee does hereby lease from the Lessor, the property situated in Collin County, Texas, more particularly described in Exhibit "A", attached hereto and incorporated herein for all purposes, consisting of 53.25 acres, more or less, together with all buildings and improvements thereon, if any, and all rights thereto.

2. TERM

This Lease shall commence on the 1st day of October, 2025, (the "Commencement Date"), and unless terminated earlier in the manner set forth herein, shall terminate on the 30th day of September, 2026 (the "Term" or "Lease Term").

3. RENEWAL OPTION

This Lease may be renewed for additional one (1) year term(s), commencing the day after the lease Term is complete, provided Lessee shall give Lessor written notice of its desire to renew this Lease at least sixty (60) days prior to the anniversary of the Commencement Date, and both parties agree in writing to renew the Lease for such period (the "Renewal Term").

4. RENT

Lessee shall pay to Lessor cash rental equal to Four Hundred Seventy-Five Dollars (\$475.00) per year during the Term and any extensions thereto (the "Rent"). All sums due to Lessor shall become immediately due and payable upon the Commencement Date of this Lease and the Commencement Date of any Renewal Term of this Lease. Any sums due Lessor and not received within five (5) days after the date due shall be grounds for termination of this Lease without advance notice to Lessee.

5. USE

- A. Lessee agrees to possess and occupy the Property continuously during the Lease Term and any Renewal Term solely for the purposes of hay production for cattle feed pursuant to the terms and provisions of this Lease and for no other use of purpose, and to surrender possession and occupancy of the Property peaceably at the termination of the Lease.
- B. The Property shall not be converted to any other use without the prior written consent of the Lessor.
- C. Lessee must actively use the Property as permitted by this Lease. Notwithstanding Section 7.C. below, failure to produce hay and/or allowing weeds to overtake the Property shall be grounds for immediate termination of this Lease.
- D. Lessee shall at Lessee's sole cost and expense, during any term hereof, comply with all laws, regulations or ordinances of any governmental, municipal or quasi governmental authority affecting the Property, including, without limitation, Federal Insecticide, Fungicide and Rodenticide Act, and will indemnify and hold Lessor, its officers, agents, servants, and employees, and the Property free and harmless from all liens, claims, demands, or actions which may result from the failure, neglect, or refusal of Lessee to comply with said laws, regulations, or ordinances or claims by others.
- E. Lessor shall not be responsible or liable to Lessee or anyone claiming by, through, or under Lessee for any costs, expenses, profits, or other compensation whatsoever and Lessee shall, among other things, at its sole cost and expense, furnish all labor, equipment, tools, vehicles, and other forms of transportation, seed, fertilizer, insecticides, herbicides, and the application thereof, and any other items necessary to graze, maintain, and repair the Property as required by the terms of this Lease.

6. LESSOR LIABILITY

- A. Water Supply: No guarantee, either express or implied, is made by Lessor for a continuous and adequate water supply or sewage outlets for the benefit of Lessee and Lessor shall have no responsibility or liability for supplying water or sewage outlets to the Property.
- B. Soil and Vegetation: Lessor makes no representations as to the safety, quality, and/or fertility of the Property and Lessee accepts the soil and Property as-is.

7. TERMINATION

- A. Lessor reserves the right to terminate this Lease at any time, for any reason, for all or any portion of the Property upon one (1) day's prior written notice to the Lessee. Upon the event of such total or partial termination, Lessee shall vacate the Property or that portion thereof so terminated as directed by Lessor, and Lessor may re-enter the Property and take possession thereof on the date set forth in the notice of termination (the "Termination Date") without process or further notice, Lessee hereby waiving any further notice.
8. In the event Lessor exercises its rights as per Paragraph A above, and such termination does not arise out of the default hereunder of Lessee pursuant to Paragraph C below, the following shall apply:

1. At Lessor's option, the Termination Date may be extended for the time necessary to allow Lessee to harvest any crops planted prior to the time the notice is given (the "Approved Crops").
 2. With respect to total or partial Termination of Lease prior to completion of the Lease Term or any Renewal Term, Lessor shall rebate to Lessee an amount equal to the daily pro-rata Rent for the days remaining before the completion of the Lease Term or any applicable Renewal Term upon the written request of the Lessee.
- C. In the *event* Lessee (a) shall be adjudicated as bankrupt or insolvent according to law, or shall make an assignment for the benefit of creditors or (b) shall default hereunder in the payment of Rent or in the performance of or compliance with and other provision of this Lease, Lessor shall give Lessee *five* (5) days written notice of such default (the "First Notice"). If Lessee fails to cure such event of default within such *five* (5) day period, or if cure requires more than the said *five* (5) day period and Lessee has not commenced and diligently proceeded to effect such cure within thirty (30) days after receipt of First Notice, then on the happening of any one (1) of the foregoing events of the default, Lessor may terminate this lease and applicable term hereof and, in addition to the rights and remedies granted in this Lease, pursue all of its legal and equitable rights and remedies. Lessee shall immediately vacate the property upon one (1) days written notice (the "Final Notice") and Lessor may reenter and take possession of the Property, Lessee hereby waiving any further notices. No total or partial rebate of Rent shall be payable to Lessee in the event of termination under this Paragraph C.
- D. No waiver by Lessor of any violation or breach of any of the terms, provisions, conditions, or covenants herein contained shall be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions, conditions, or covenants herein contained. Forbearance by Lessor to enforce one or more of the remedies herein provided upon an event of default by Lessee shall not be deemed or construed to constitute a waiver of any other violation or default.
- E. In the event of Lessee's disability or death, Lessor shall have the option to terminate this Lease as of the date of such *event* and shall pay a rebate to Lessee's heirs, representatives, or distributees of Lessee an amount equal to the daily pro-rata Rent for the days remaining before the completion of the applicable term upon the written request of the Lessee's personal representative, provided Lessee is not in default of the Lease pursuant to Section 7.C. above.
8. LESEE COVENANTS
- To improve the Property, conserve its resources, and maintain the Property in a high state of production and repair, Lessee covenants and agrees as follows:
- A. Lessee shall conduct all hay production in a good and workmanlike manner.
 - B. Lessee shall control soil erosion as completely as practicable by strip-cropping, contouring, and filling in or otherwise controlling small washes or ditches that may form.
 - C. Lessee shall keep in good repair all terraces, open ditches and inlets and outlets of tile drains and preserve all established watercourses or ditches, including grass waterways.

- D. Lessee agrees to cooperate in the operation of federal and state agricultural programs upon the request of Lessor.
- E. Lessee shall keep the Property free of trash, vehicles, machinery, and debris in general.
- F. Lessee shall carefully protect, repair, and maintain all buildings, fences, and improvements of every kind that are now on the Property in as good repair and condition as when possession was granted, normal wear, depreciation, and damage from causes beyond Lessee's control excepted, or those improvements that may be erected thereon during the continuance of any term of this lease, if any. Lessee shall not, without first having obtained the written consent of Lessor, (a) erect any improvements of a permanent nature on the Property, (b) remove any improvement, (c) purchase any materials or incur any expenses for the account of Lessor, or (d) make a claim for labor or materials at any time. Notwithstanding the foregoing, minor improvements of a temporary or removable nature which do not materially alter the condition or appearance of the Property may be made by Lessee at its own cost and expense. Lessor shall in no way be liable for claims resulting from damage by the elements or otherwise, to any of the buildings or improvements, nor for any loss or damage while improvements are under construction or repair, nor any buildings or improvements.
- G. Lessee shall operate and maintain the Property in an efficient and good workmanlike way, timely harvesting of crops and using good agricultural practices and operations that will conserve the Property.
- H. Lessee shall not, without the prior written consent of Lessor, (a) plow permanent pasture or meadowland, (b) cut any living trees, (c) allow livestock, (d) burn or remove cornstalks, straw, or other crop residues grown on the Property, or (e) pasture new seedlings or perennial legumes or grasses in the year they are seeded.
- I. Lessee will spread manure, straw, or other crop residues of the Property as soon as practicable on the Property's fields.
- J. Lessee shall not commit waste on or damage to the Property and shall use due care to prevent others from doing so.
- K. Lessee shall not, without prior written consent of Lessor, house automobiles, motortrucks, tractors, recreational vehicles, boats, trailers, or other large items in barns or other structures, or otherwise violate restrictions in Lessor's insurance policies, which restrictions Lessor shall make known to Lessee.
- L. Lessee shall, promptly at the expiration of any term hereof, or on the date of such earlier termination pursuant to Paragraph 7 above, (1) yield up possession of the Property without further notice, in good repair, ordinary erosion and loss by heavy wind or rain, hail or fire excepted, and (2) remove all of Lessee's personal property from the Property.
- M. Lessee shall follow good health and sanitation measures.
- N. Lessee shall keep the fields and pasture areas, if any, on the Property neat and clean by either plowing, spraying, grazing, or mowing, and shall control all weeds along the fences and about

the buildings, if any, including the highways and roads adjoining the Property, and along the borders of the fields by mowing, and shall control the growth of brush and mesquite. Noxious weeds shall not be allowed to go to seed and shall be destroyed.

- O. No herbicides shall be sprayed in proximity to any residential or business areas and such spraying shall be further restricted if required by law. Lessee is required to provide notification or a schedule of timing before spraying herbicide. Lessee will post signage near city occupied areas including parking areas, splash pad, and trails and any area that may be occupied by the general public.
- P. Existing fences will be maintained in good repair and will not be removed or improved without prior written consent of Lessor. Those fences shared jointly by Lessee and Lessor's other lessee, if any, shall be maintained jointly.
- Q. Lessee shall not, without prior written consent of Lessor, burn any hay, straw, grass vegetation or stalks on the Property.
- R. Existing contours and water flow shall not be disrupted without prior written consent of Lessor, and Lessee agrees to use Property in such a manner as not to interfere with the present drainage system.

9. INSPECTION AND ACCESS

During any term of this Lease, Lessor, its agents, officials, representatives, contractors, subcontractors, or employees may enter the Property for, among other reasons, making reasonable examinations, surveys, and inspections, including, but not limited to, soil tests and borings on the Property as it deems necessary to make improvements thereto. Lessor will repair any damage to the Property which may be caused as a result thereof.

10. INDEMNIFICATION

Lessee shall indemnify and save harmless Lessor against and from any and all claims by or on behalf of any person(s), firm(s), corporation(s), or any other entity arising from Lessee's use of the Property or the conduct of its business or from any activity, work, or anything done, permitted or suffered by Lessee, in or about the Property, and will further indemnify and save Lessor harmless against and from any and all claims arising from any breach or default on Lessee's part in the performance of any covenant or agreement on Lessee's part to be performed pursuant to the terms of this Lease or arising from any act, negligent or intentional, of Lessee, or any of its agents, contractors, servants, employees, visitors, or licensees, and from and against all costs, counsel fees, expenses and liabilities incurred in connection with any such claim, action, or proceeding brought against Lessor by reason of such claim. Lessee, upon written notice from Lessor, shall resist and defend, at Lessee's sole cost and expense, such action or proceeding by counsel reasonably satisfactory to Lessor. Lessee, as a material part of the consideration to Lessor, hereby assumes all risk of damage from any source to property belonging to it or under its control, in, upon, or about the Property or improvements thereon, and Lessee hereby waives all claims in respect thereof against Lessor and agrees to defend and save Lessor, its agents, contractors, servants, employees, visitors, or licensees harmless from and against any such claims by others.

Lessee agrees to maintain insurance adequate to cover any potential liabilities that may arise as a result of this Lease.

THIS PARAGRAPH SHALL SURVIVE TERMINATION OF THIS LEASE.

11. NOTICES

All notices to be given hereunder shall be in writing and may be given, served, or made by (a) depositing the same in the United States Mail addressed to the authorized representative of the party to be notified, postpaid and registered or certified with return receipt requested or (b) through a recognized and bonded local or national professional courier service which provides adequate documentation as proof of transmittal and/or delivery of said notice. Notices shall become effective when actually received.

Lessee:

Ben Scholz



Lessor:

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

12. ENCUMBRANCES

- A. Lessee shall not lease, sublet, or assign or in any manner encumber this Lease or any part of the Property. Lessee shall incur no expense of any nature whatsoever or create any obligation of any kind for any purpose affecting the Property which could become a lien against the Property. Lessee shall not conduct any sales of property, personal or otherwise, tangible or intangible, on the Property.
- B. If Lessee shall at any time give or attempt to give to any person(s), company, corporations, or other entity lien upon the Property or other improvements thereon, or violates any of the conditions of this Lease, then this Lease may be terminated by Lessor in accordance with Section 7 above.

13. SUBORDINATION

- A. This Lease is made subject to all licenses, leases, grants, exceptions, encumbrances, restrictions, easements, and the like now or hereafter affecting the Property.
- B. This Lease is subject to any existing leases or contracts for the removal of natural resources such as timber, oil, and gas, and/or minerals, and Lessor reserves the right to lease the Property or any part thereof for prospecting, producing, saving, and marketing oil, gas, or other minerals, and the right of ingress and egress consistent with such purposes.

14. ASSIGNMENT

Lessor reserves the right to assign all or a portion of this Lease at any time. In such event, Lessee shall be and hereby is entirely freed and relieved of all covenants and obligations of the Lessee hereunder pursuant to that portion assigned.

15. ENTIRE AGREEMENT

- A. This Lease constitutes the entire agreement between Lessee and Lessor with respect to the matters covered thereby and shall extend to and be binding upon the heirs, executors, administrators, assigns, and personal representatives of the parties hereto.

B. This Lease can be modified or amended only by a document duly executed on behalf of the parties hereto and only those changes in this Lease which are approved in writing by both Lessor and Lessee shall be binding on the other. Neither Lessor nor Lessee shall be deemed to have waived any of its rights under this Lease unless it specifically agrees to do so in writing.

16. VENUE

This Lease shall be governed by the laws of the State of Texas and exclusive venue shall be in Collin County, Texas.

17. SEVERABILITY

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

18. CONSIDERATION

This Lease is executed by the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

19. COUNTERPARTS

This Agreement may be executed in a number of identical counterparts, each of which shall be deemed as original for all purposes.

20. BINDING EFFECT

This Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, and successors.

21. REPRESENTATIONS

Each signatory represents this Lease has been read by the party for which this Lease is executed and that such party has had an opportunity to confer with its counsel.

22. MISCELLANEOUS DRAFTING PROVISIONS

This Lease shall be deemed drafted equally by all parties hereto. The language of all parts of this Lease 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 Lease are for the convenience of the parties and are not intended to be used in construing this document.

IN WITNESS WHEREOF, the parties hereunto signed this Lease as of the date first above written.

Executed for and on behalf of the Lessor on the ____ day of _____, _____.

CITY OF WYLIE

A Texas Municipal Corporation

Brent Parker, City Manager

ATTEST

Stephanie Storm, City Secretary

Executed for and on behalf of the Lessee on the 8th day of September, 2025.

LESSEE



Ben Scholz

LESSOR

STATE OF TEXAS §
 §
 COUNTY OF COLLIN §

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

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

 Notary Public in and for the State of Texas

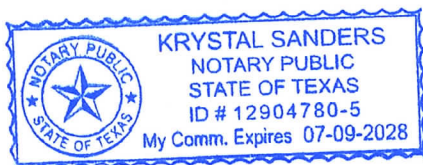
My Commission Expires:

LESSEE

STATE OF TEXAS §
 §
 COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, on this day personally appeared Ben Scholz, known to me to be the person whose name is subscribed to the foregoing instrument; he/she acknowledges to me that he/she executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 8 day of September, 2025

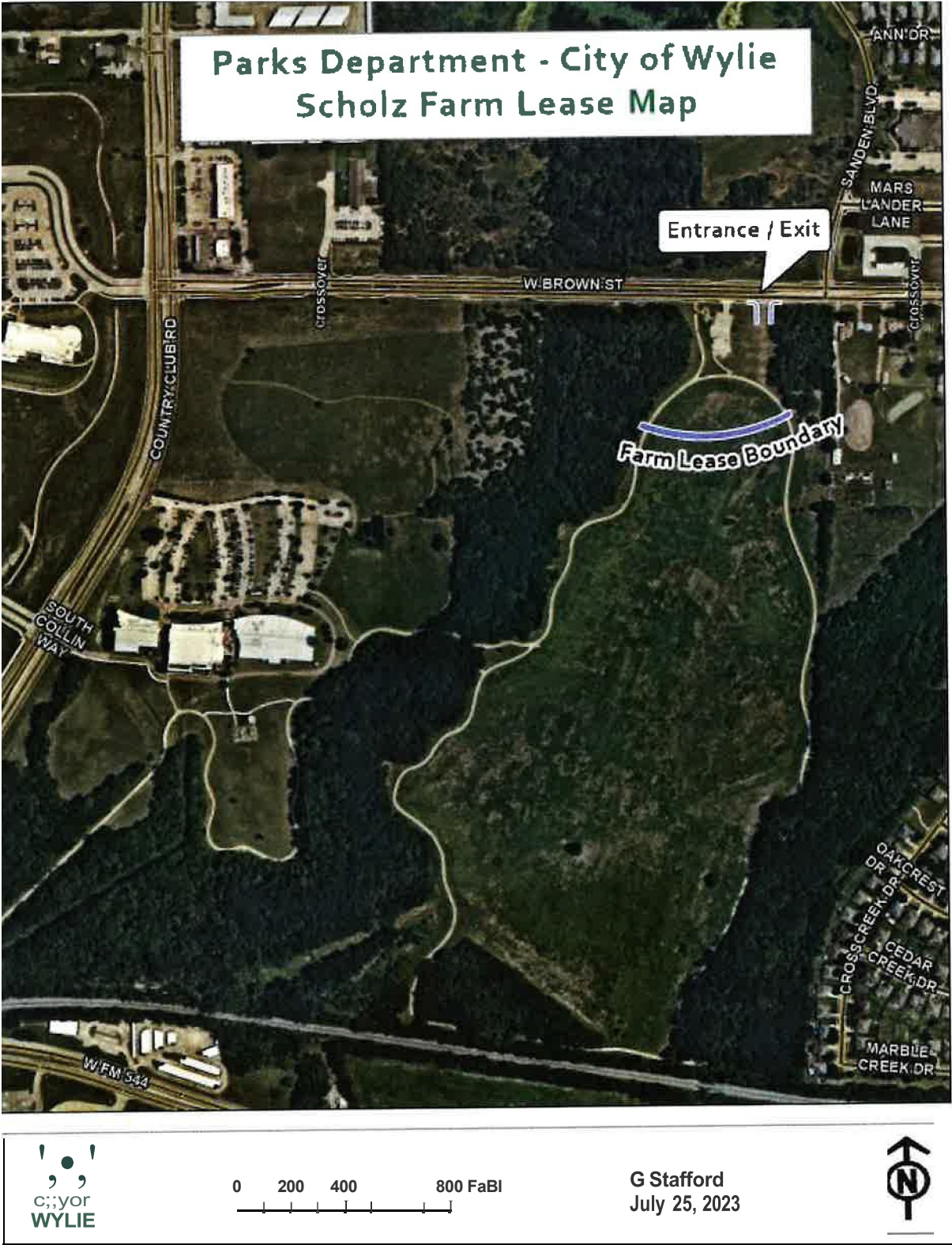


Krystal Sanders
 Notary Public in and for the State of Texas

My Commission Expires:

07-09-2028

EXHIBIT "A"
Property Description





Wylie City Council

AGENDA REPORT

Department: Planning

Prepared By: Jasen Haskins

Account Code: _____

Subject

Consider, and act upon, a Final Plat of Lot 1, Block A, Young Addition, creating one commercial lot on 0.422 acres. Property located at 2803 W. FM 544.

Recommendation

Motion to approve the Item as presented.

Discussion

OWNER: Katie Young, Kathy Young & John Young

APPLICANT: TND Geomatics

The applicant has submitted a Final Plat to create Lot 1, Block A of Young Addition on 0.422 acres. The property is located at 2803 W. FM 544. The purpose of the Final Plat is to create one lot for the continued development of an existing development that is currently unplatted. The Preliminary Plat for the development was approved by City Council in June 2025.

The existing structure on the property was constructed prior to 1985 and is considered to be legally non-conforming. Expansion of the non-conforming structure is not allowed per Section 9.5 of the Zoning Ordinance. However, the applicant is adding concrete for parking and drive aisles and modifications to the site that require a site plan review and platting of the property as the site has never been platted. Full compliance of the site design standards will be required in the site plan review, with the exception of non-life safety requirements of the structure itself.

The Final Plat document contains a fire lane and access easement which incorporate existing driveway approaches to W. FM 544.

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

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

P&Z Recommendation

The Commission voted 5-0 to recommend approval.



Wylie City Council

AGENDA REPORT

Department: Planning
 Prepared By: Jasen Haskins

Account Code: _____

Subject

Consider, and act upon, a Final Plat, being a Replat of Lots 2R1 & 2R2, Block A of Senior Medical Addition, creating two commercial lots on 5.434 acres, generally located at 2310 W. FM 544.

Recommendation

Motion to approve the Item as presented.

Discussion

OWNER: Victory Shops at Wylie High, LLC

APPLICANT: Claymoore Engineering

The applicant has submitted a Replat to create Lots 2R1 & 2R2, Block A of Senior Medical Addition on 5.34 acres. The property is generally located at 2310 W. FM 544 and was zoned commercial March 2025.

The development is proposed to contain a drive-thru restaurant on Lot 2R1 and a commercial multi-tenant development on Lot 2R2. A Special Use Permit was approved by City Council for the drive-thru development at the time of rezoning in March 2025. The site plan for the multi-tenant development on Lot 2R2 was approved by the Planning and Zoning Commission in April 2025.

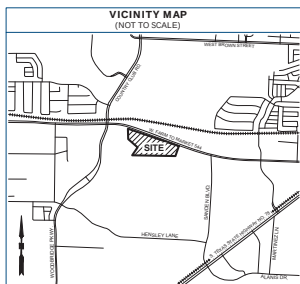
This Final Plat is dedicating access, fire lane, and visibility easements for driveways on the property which includes an access point from W. FM 544 and a driveway connection that leads to an access point to Medical Plaza Drive.

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

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

P&Z Recommendation

The Commission voted 5-0 to recommend approval.



GENERAL NOTES

- The purpose of this final plat is to create two (2) lots from one (1) platted lot of record, and to dedicate easements for site development.
- The bearings and grid coordinates shown on this plat are based on GPS observations utilizing the AirTerra RTK Network, North American Datum of 1983 (Adjustment Realization 2011).
- This property is located in Non-shaded Zone "X", Zone "AE" & Zone "AE Floodway" as scaled from the F.E.M.A. Flood Insurance Rate Map dated June 2nd, 2009 and is located in Community Number 480759 as shown on Map Number 48085C04151 as affected by LOMR recorded in Case Number 10-08-1838P with an Effective Date of December 30, 2010. The location of the Flood Zone is approximate. For additional information regarding Flood Zone designation, please contact 1-(877) FEMA MAP.
- 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/or withholding of utilities and building permits.
- All interior corners are marked with a 1/2 inch iron rod with a green plastic cap stamped "EAGLE SURVEYING" unless otherwise noted.

CURVE TABLE				
CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING
C1	28.00	41.48	84°52'39"	S 48°34'27" E
C2	54.00	93.32	99°01'08"	S 39°39'12" E
C3	54.00	39.86	42°04'42"	S 31°32'43" W
C4	30.00	17.69	33°47'33"	S 35°11'18" W
C5	30.00	18.07	34°31'03"	S 03°22'54" E
C6	30.00	18.21	34°47'08"	N 41°23'46" E
C7	10.00	1.78	10°10'27"	N 18°54'59" E
C8	30.00	41.12	78°32'01"	N 25°26'15" W
C9	54.00	84.83	99°00'12"	N 26°04'55" W
C10	54.00	67.92	72°04'03"	N 54°57'13" E
C11	28.00	41.48	84°52'39"	N 48°32'55" E
C12	30.00	51.85	99°01'08"	S 39°39'12" E
C13	30.00	51.79	88°54'37"	S 52°27'41" W
C14	30.00	47.13	90°00'12"	N 26°04'55" W
C15	30.00	37.73	72°04'03"	N 54°57'13" E
C16	54.00	13.86	14°45'05"	N 83°36'42" W
C17	30.00	7.72	14°45'05"	S 83°36'42" W
C18	34.21	25.21	42°13'40"	N 85°25'07" E
C19	1600.89	84.10	3°00'37"	S 72°36'39" E
C20	602.95	81.23	7°43'07"	S 72°36'39" E
C21	6136.77	105.71	0°59'13"	S 69°21'49" E
C22	1030.19	85.01	4°43'40"	S 73°18'00" E
C23	1115.47	25.57	1°18'49"	S 75°48'39" E
C24	37.47	22.69	34°42'10"	S 59°06'53" E
C25	11.96	6.12	29°19'13"	S 58°25'24" E
C26	17.96	9.19	29°19'13"	N 58°25'24" W
C27	31.47	19.08	34°42'10"	N 59°06'53" W
C28	1121.47	25.69	1°18'44"	S 75°48'36" W
C29	1036.19	85.53	4°43'40"	N 73°17'52" W
C30	6142.77	105.89	0°59'16"	N 69°21'50" W
C31	586.95	80.54	7°43'51"	N 72°26'43" W
C32	1606.69	84.40	3°00'35"	N 72°38'54" W
C33	28.21	21.62	43°54'47"	S 84°20'26" W

LINE TABLE			LINE TABLE			LINE TABLE		
LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	N 00°59'14" E	34.85	L15	N 18°54'59" E	45.61	L29	N 89°00'46" W	21.51
L2	S 89°00'46" E	48.08	L16	S 18°54'59" W	45.50	L30	N 65°15'36" W	58.12
L3	S 18°54'59" E	57.50	L17	N 18°54'59" E	45.50	L31	N 65°15'36" W	58.12
L4	N 18°17'32" E	8.01	L18	N 71°04'49" W	9.86	L32	N 24°29'26" E	15.00
L5	S 18°55'11" W	27.60	L19	N 18°55'11" E	10.00	L33	S 65°15'36" E	69.65
L6	N 89°00'46" W	12.59	L20	S 71°04'49" E	9.83	L34	S 65°15'36" E	81.10
L7	S 18°55'11" W	19.15	L21	N 00°59'14" E	7.75	L35	N 19°22'22" W	11.65
L8	S 76°14'09" W	20.94	L22	S 89°00'46" E	16.75	L36	N 68°37'02" W	3.12
L9	N 71°04'49" W	55.44	L23	S 00°59'14" W	10.44	L37	N 71°05'01" W	48.81
L10	S 71°04'49" E	47.89	L24	N 00°59'14" E	7.75	L38	N 18°54'59" E	5.00
L11	S 18°54'59" W	47.22	L25	S 89°00'46" E	10.00	L39	S 71°05'01" E	48.81
L12	S 18°54'59" W	9.35	L26	S 00°59'14" W	7.75	L40	S 09°57'54" W	28.95
L13	N 71°05'01" W	10.00	L27	S 00°59'14" W	16.12	L41	N 09°57'54" E	50.95
L14	N 18°54'59" E	12.36	L28	N 89°00'46" W	11.10	L42	S 80°02'06" E	2.31
						L43	N 26°05'44" W	9.57
						L44	S 83°55'42" W	9.42

LEGEND

- POB = POINT OF BEGINNING
IRF = IRON ROD FOUND
GRS = PLASTIC CAP (STAMPED "EAGLE SURVEYING") SET
CIRF = CAPRIED IRON ROD FOUND
CAB = CABINET
SLD = SLIDE
VOL. = VOLUME
PG. = PAGE
DOC. NO. = DOCUMENT NUMBER
P.R.C.C.T. = PLAT RECORDS
O.P.R.C.C.T. = OFFICIAL PUBLIC RECORDS
D.R.C.C.T. = DEED RECORDS

JOB NUMBER
2410.059-05
DATE
08-28-2025
REVISION
-
DRAWN BY
MMF/DJJ



Eagle Surveying, LLC
222 South Elm Street
Suite: 200
Denton, TX 76201
940.222.3009
www.eaglesurveying.com
TX Firm # 10194177

SURVEYOR
Eagle Surveying, LLC
Contact: David Jett
222 S. Elm Street, Suite: 200
Denton, TX 76201
(940) 222-3009

ENGINEER
Claymore Engineering
Contact: Deng Torres, EIT
1903 Central Drive
Bedford, Texas 76021
(817) 281-0572

OWNER
Victory Shops At Wylie High, LLC
Contact:
2911 Turtle Creek Blvd. #700
Dallas, TX 75219
()

FINAL PLAT SENIOR MEDICAL ADDITION LOTS 2R1 & 2R2, BLOCK A

BEING A REPLAT OF LOT 2, BLOCK A, SENIOR MEDICAL ADDITION
RECORDED IN VOLUME 2023, PAGES 15-16, P.R.C.C.T.
AND BEING 5.434 ACRES OF LAND SITUATED IN THE
MICHAEL MILLIRONS SURVEY, ABSTRACT NO. 563,
CITY OF WYLIE, COLLIN COUNTY, TEXAS
DATE OF PREPARATION: 08/28/2025

OWNERS CERTIFICATE & DEDICATION

STATE OF TEXAS §
COUNTY OF COLLIN §

WHEREAS CORPORATION OF THE EPISCOPAL DIOCESE OF DALLAS is the owner of a 5.434 acre tract of land out of the M. Millirons Survey, Abstract No. 563, situated in the City of Wylie, Collin County, Texas, being all of Lot 2, Block A of Senior Medical Addition, a subdivision of record in Volume 2023, Page 15 of the Plat Records of Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at an "X" cut found at the intersection of the South right-of-way line of West Farm-to-Market Road 544 (a variable width right-of-way) and the West right-of-way line of Medical Plaza Drive (an 80-foot right-of-way), being the Northeast corner of said Lot 2;

THENCE S18°52'11"W, with the West right-of-way line of said Medical Plaza Drive, being the common East line of said Lot 2, a distance of 178.53 feet to a 1/2 inch iron with green plastic cap stamped "EAGLE SURVEYING" set at the Northeast corner of Lot 1, Block A of said Senior Medical Addition, being the Southeast corner of said Lot 2;

THENCE N89°00'48"W, leaving the West right-of-way line of said Medical Plaza Drive, along the North line of said Lot 1, being the common South line of said Lot 2, a distance of 737.65 feet to a 5/8 inch iron with yellow plastic cap stamped "TRAVERSE LS PROP COR" found in the East line of Lot 1, Block A of Wylie High School Addition, a subdivision of record in Cabinet Q, Page 551 of said Plat Records, being the Northwest corner of said Lot 1 of said Senior Medical Addition, also being the Southwest corner of said Lot 2;

THENCE, along the East line of said Lot 1 of Wylie High School Addition, being the common West line of said Lot 2, the following three (3) courses and distances:

1. N34°14'15"E, a distance of 164.01 feet to a 5/8 inch iron with yellow plastic cap stamped "TRAVERSE LS PROP COR" found;
2. N48°37'51"W, a distance of 213.13 feet to a 5/8 inch iron with yellow plastic cap stamped "TRAVERSE LS PROP COR" found;
3. N07°38'00"W, a distance of 177.31 feet to a 1/2 inch iron with green plastic cap stamped "EAGLE SURVEYING" set in the South right-of-way line of said West Farm-to-Market Road 544, being the Northeast corner of said Lot 1 of Wylie High School Addition, also being the Northwest corner of said Lot 2;

THENCE S71°05'01"E, along the South right-of-way line of said West Farm-to-Market Road 544, being the common North line of said Lot 2, a distance of 917.72 feet to the **POINT OF BEGINNING** and containing an area of 5.434 acres (236,720 square feet) of land, more or less.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS:

THAT, **VICTORY SHOPS AT WYLIE HIGH, LLC**, does hereby adopt this plat, designating herein described property as **SENIOR MEDICAL ADDITION, LOTS 2R1 & 2R2, BLOCK A**, an addition to the City of Wylie, Collin County, Texas, and does hereby dedicate to public use forever all streets, alleys, parks, watercourses, drains, easements and public places thereon shown for the purpose and consideration therein expressed. No buildings, fences, trees, shrubs or other improvements or growths shall be constructed or placed upon, over or across the drainage and utility easements as shown. Said drainage and utility easements being hereby reserved for the mutual use and accommodation of all public utilities desiring to use same, all and any public utility shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrub or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of its respective system on the drainage and utility easement and all public utilities shall at all times have the full right of ingress and egress to or from and upon the said drainage and utility easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and adding to or removing all or parts of its respective systems without the necessity at any time of procuring the permission of anyone.

OWNER: **VICTORY SHOPS AT WYLIE HIGH, LLC**

Signature Date

Printed Name / Title

STATE OF _____ §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF THE OFFICE this ____ day of _____, 20__.

Notary Public in and for the State of _____

CERTIFICATE OF SURVEYOR

STATE OF TEXAS §
COUNTY OF DENTON §

I, **MATTHEW RAABE**, Registered Professional Land Surveyor, do hereby certify that this plat was prepared from an actual survey made on the ground and that the monuments shown herein were found or placed with 1/2-inch iron rods with green plastic caps stamped "EAGLE SURVEYING" under my direction and supervision in accordance with the current provisions of the Texas Administrative Code and the Ordinances of the City of Wylie, Collin County, Texas.

Matthew Raabe, R.P.L.S. # 6402 _____
Date

STATE OF TEXAS §
COUNTY OF DENTON §

BEFORE ME, the undersigned authority, on this day personally appeared **MATTHEW RAABE**, 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 THE OFFICE this ____ day of _____, 20__.

Notary Public in and for the State of Texas

CERTIFICATE OF SURVEYOR

STATE OF TEXAS §
COUNTY OF DENTON §

I, **CALEB MCCANLIES**, Registered Professional Land Surveyor, do hereby certify that this plat was prepared from an actual survey made on the ground and that the monuments shown herein were found or placed with 1/2-inch iron rods with green plastic caps stamped "EAGLE SURVEYING" under my direction and supervision in accordance with the current provisions of the Texas Administrative Code and the Ordinances of the City of Wylie, Collin County, Texas.

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

Caleb McCanlies, R.P.L.S. # 7036 _____
Date

STATE OF TEXAS §
COUNTY OF DENTON §

BEFORE ME, the undersigned authority, on this day personally appeared **CALEB MCCANLIES**, 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 THE OFFICE this ____ day of _____, 20__.

Notary Public in and for the State of Texas

CERTIFICATE OF APPROVAL

"Recommended for Approval"

Chairman, Planning & Zoning Commission
City of Wylie, Texas

The undersigned, the City Secretary of the City of Wylie, Texas, hereby certifies that the foregoing final plat of the **SENIOR MEDICAL ADDITION, LOTS 2R1 & 2R2, BLOCK A** subdivision or addition 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 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., 20__.

"Approved for Construction"

Mayor, City of Wylie, Texas

"Accepted"

Mayor, City of Wylie, Texas

City Secretary
City of Wylie, Texas

FINAL PLAT
SENIOR MEDICAL ADDITION
LOTS 2R1 & 2R2, BLOCK A

BEING A REPLAT OF LOT 2, BLOCK A, SENIOR MEDICAL ADDITION
RECORDED IN VOLUME 2023, PAGES 15-16, P.R.C.C.T.
AND BEING 5.434 ACRES OF LAND SITUATED IN THE
MICHAEL MILLIRONS SURVEY, ABSTRACT NO. 563,
CITY OF WYLIE, COLLIN COUNTY, TEXAS
DATE OF PREPARATION: 08/28/2025

JOB NUMBER
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REVISION
-
DRAWN BY
MMF/DJJ



Eagle Surveying, LLC
222 South Elm Street
Suite: 200
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www.eaglesurveying.com
TX Firm # 10194177

SURVEYOR
Eagle Surveying, LLC
Contact: David Jett
222 S. Elm Street, Suite: 200
Denton, TX 76201
(940) 222-3009

ENGINEER
Claymore Engineering
Contact: Deng Torres, EIT
1903 Central Drive
Bedford, Texas 76021
(817) 281-0572

OWNER
Victory Shops At Wylie High, LLC
Contact:
2911 Turtle Creek Blvd. #700
Dallas, TX 75219
() _____



Wylie City Council

AGENDA REPORT

Department: Planning
 Prepared By: Jasen Haskins

Account Code: _____

Subject

Consider, and act upon, a request regarding the enclosure of an existing outdoor covered storage area and conversion of a garage for overflow seating for a restaurant located in the Downtown Historic District. Property located at 302 N. Ballard.

Recommendation

Motion to approve the Item as presented.

Discussion

Owner: Jimenez Evaristo

Applicant: Jose Rosales & Bryan Rogers

The Owner/Applicant is proposing to convert an existing garage for overflow seating. This conversion will consist of a newly built foyer accessible via a new ramp installed with handrails and the replacement of an existing screening fence with a non-load bearing partition wall for a storage area that faces East Jefferson Street.

The alterations will provide exterior improvements to the visual appearance of the restaurant, protect stored materials with the enclosed storage area, and provide additional seating for the clientele in the overflow room. While the main area of the restaurant was a home built in 1900, the proposed additions and alterations will be on the addition that was completed in 1993.

All of the proposed exterior materials are to match the existing appearance of the restaurant. Paint for the new partition walls and foyer shall be SW 7012 Creamy from the Sherwin Williams America's Heritage Pallet. Additionally, per the request of HRC, all new trim will be painted to match the color of the existing main restaurant.

The current owner purchased the property in 2019 and has completed renovations on the property which include outdoor seating, constructing a walk-in cooler to the rear, expanding the south side of the building to add a bar on the porch, adding doors and windows, and lastly extending the existing patio to relocate the ADA ramp to the front of the building. These previous modifications received approval by the Historic Review Commission and City Council on 06/11/2019 and on 04/11/2023.

In accordance with Ordinance No. 2022-34, any development proposing new construction or substantial renovation requires special oversight by the Commission to ensure preservation of the historic and architectural character of the area.

HRC Recommendation

The Commission voted 4-0 to recommend approval with the condition that the trim on the addition match the trim of the existing restaurant. That item has been incorporated into the revised and included drawings.

FRANKIE'S CASA
302 NORTH BALLARD AVENUE
CITY OF WYLIE, COLLIN COUNTY, TEXAS 75098

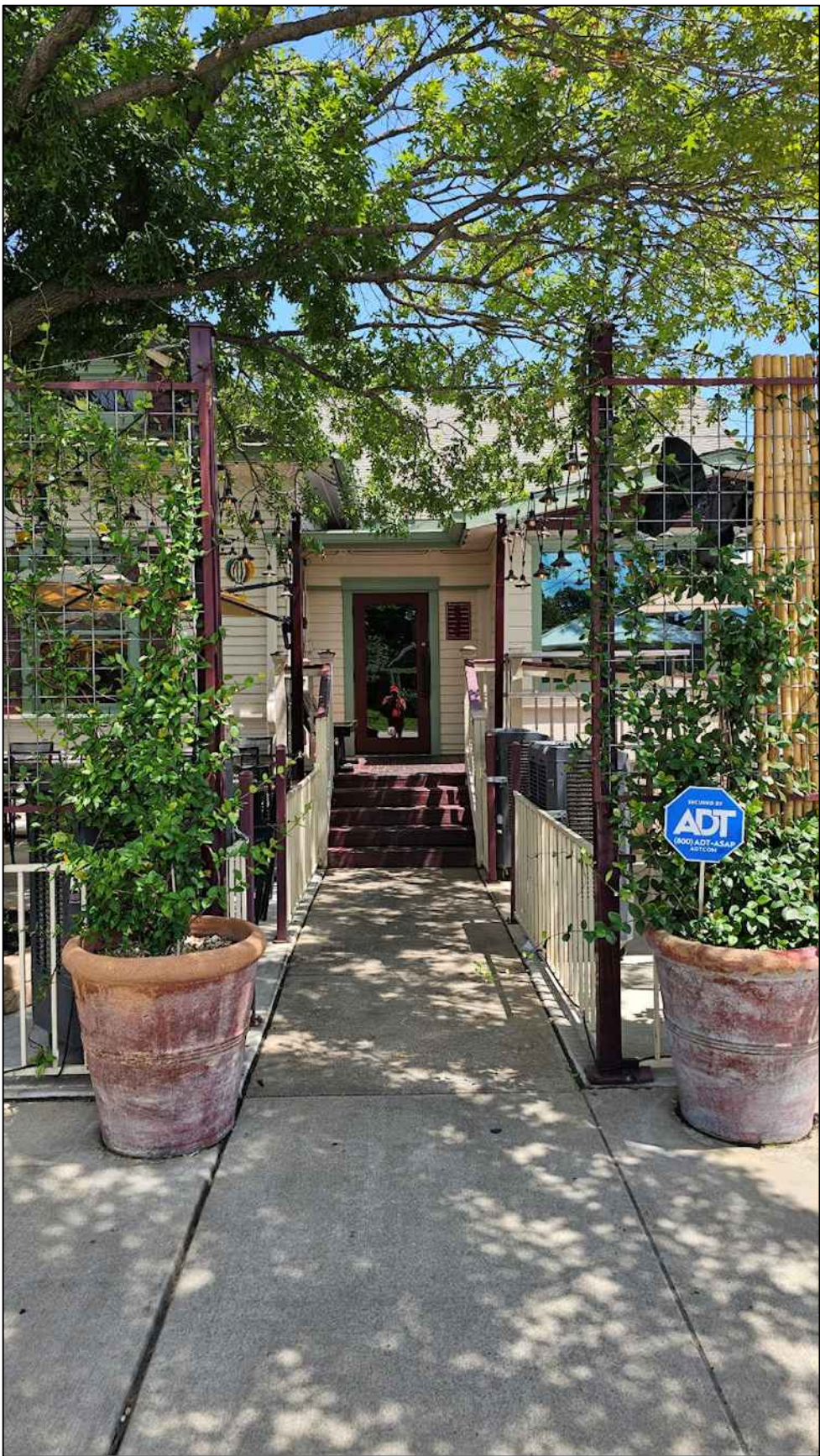


THE IMAGES FOLLOWING REFLECT FRANKIE’S CASA IN IT’S CURRENT STATE.

REGARDING THE STORAGE AREA: THE CLIENT WISHES TO LEAVE THE EXISTING ROOF THAT IS PROPERLY SUPPORTED AND DEMOLISH THE EXISTING SCREENING FENCE. THAT FENCE WILL BE REPLACED WITH PARTITION (NON–LOAD BEARING) WALLS TO DRY–IN THE STORAGE AREA. THE PARTITION WALLS WILL MATCH THE EXISTING EXTERIOR OF THE OVERFLOW ROOM TO MAINTAIN CONSISTENCY IN APPEARANCE. I HAVE INCLUDED A DRAWING OF THE EXISTING ROOF AS A REFERENCE. THE PARTITION WALL CONSTRUCTION IS INCLUDED AS WELL.

THE CLIENT WISHES TO CONSTRUCT A FOYER ON THE FRONT OF THE OVERFLOW ROOM THAT FRONTS ON JEFFERSON STREET. THE GABLE ROOFLINE WILL MATCH THE ROOFLINE OF THE EXISTING STRUCTURE. THIS FOYER WILL ENHANCE THE APPEARANCE OF THE JEFFERSON STREET SIDE OF THE STRUCTURE BY PROVIDING ARTICULATION, PROVIDE AN ADA RAMP INSTALLED TO T.A.S. CODE, AND ENHANCE THE ENERGY EFFICIENCY OF THE STRUCTURE BY PROVIDING A BUFFER FOR THE HEATING AND AIR CONDITIONING OF THE OVERFLOW ROOM.

ALL EXTERIOR FINISHES SHALL MATCH EXISTING FINISHES. PAINT FOR THE NEW PARTITION WALLS AND THE FOYER SHALL BE SW 7012 CREAMY FROM THE SHERWIN WILLIAMS AMERICA’S HERITAGE PALLET.



DOCUMENT INDEX:

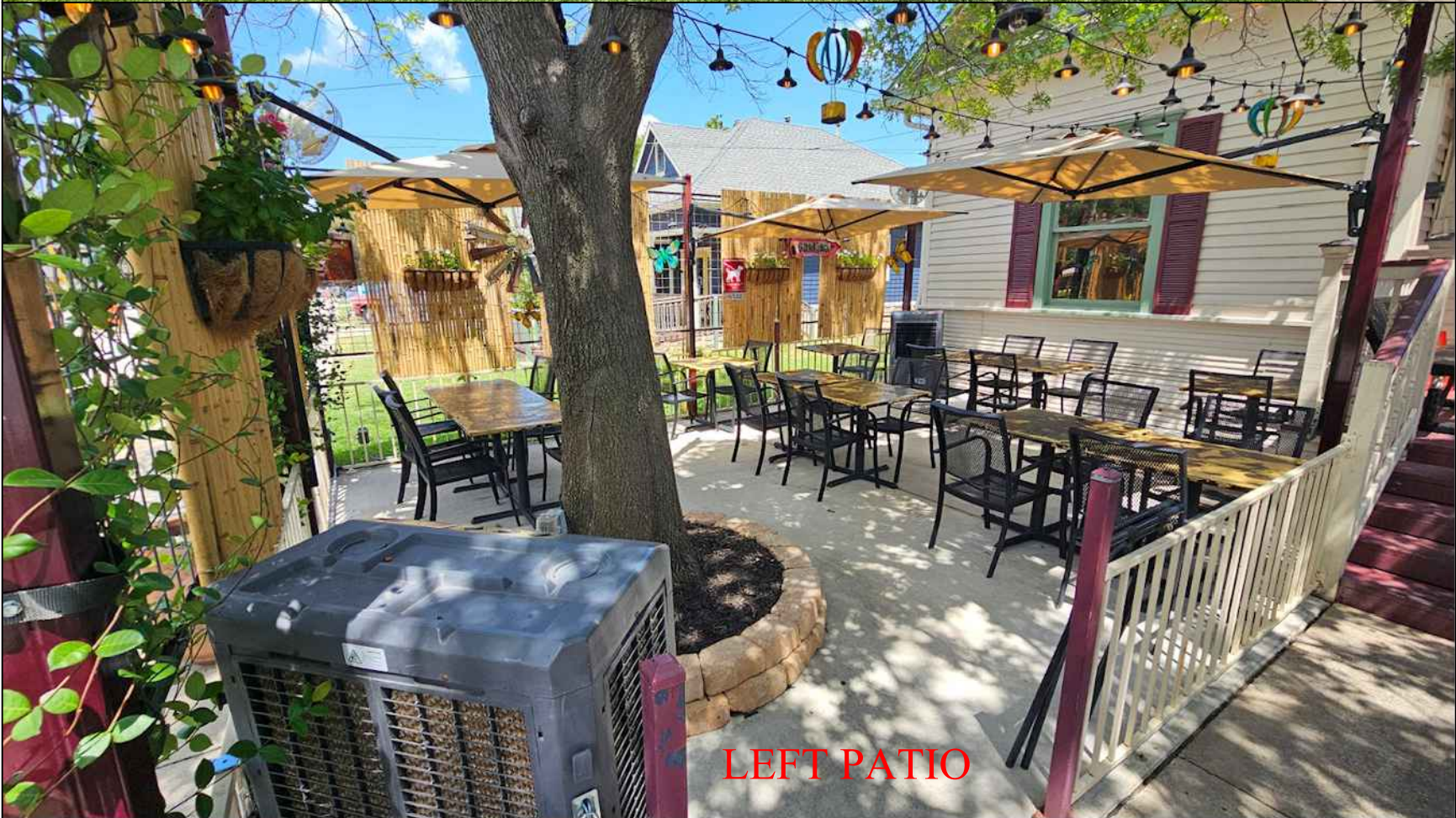
- 1 TITLE PAGE & DESCRIPTION
- 2 CURRENT IMAGES
- 3 CURRENT IMAGES
- 4 CURRENT IMAGES
- 5 CURRENT IMAGES
- 6 EXISTING SITE PLAN
- 7 OVERFLOW RM & FOYER PLAN VIEW
- 8 ELEVATION VIEW LOOKING NORTH AT STORAGE, FOYER, & OVERFLOW ROOM
- 9 PLAN VIEW OF EXISTING STORAGE ROOF FOR REFERENCE
- 10 ELEVATION VIEW LOOKING EAST AT STORAGE AND FOYER



FRONT VIEW FROM BALLARD AVE.



LEFT CORNER VIEW



LEFT PATIO



RIGHT PATIO



RIGHT PATIO & ADA RAMP AS
VIEWED FROM JEFFERSON ST.



RIGHT FRONT CORNER VIEW



ADA RAMP



SIDEWALK BETWEEN MAIN
STRUCTURE AND STORAGE AREA



STORAGE AREA & EXISTING
SCREENING FENCE



STORAGE AREA WITH SCREENING
FENCE AND MEETING ROOM



STORAGE AREA WITH SCREENING
FENCE AND MEETING ROOM



REAR CORNER VIEW FROM JEFFERSON ST.

20' ALLEY

S 06° 35' 00" E 65.00'

N 83° 25' 00" E 150.00'

EXIST SINGLE
STORY STRUCTURE

STORAGE

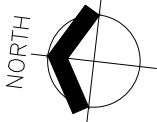
PROPOSED
FOYER

STORAGE

EX CONC SW

ELEC SVC

EXIST TWO STORY
RESIDENTIAL STYLE
STRUCTURE



CONC SW

150.00'

S 83° 25' 00" W

ADA RAMP

SW

CONCRETE
PATIO

8' SCREEN FENCE

8' SCREEN FENCE

3' WROUGHT IRON

3' WROUGHT IRON

CONCRETE
PATIO

8' SCREEN FENCE

8' SCREEN FENCE

N 06° 35' 00" W 65.00'

EX CONC SW

NORTH BALLARD AVENUE
80' RIGHT OF WAY

EXISTING
SITE PLAN

EAST JEFFERSON STREET
70' RIGHT OF WAY

6
OF

SHEET

DATE:
09-11-2025

DRAWN BY:
Bryan D. Rogers

FOR:
Construction

DRAWING REV:

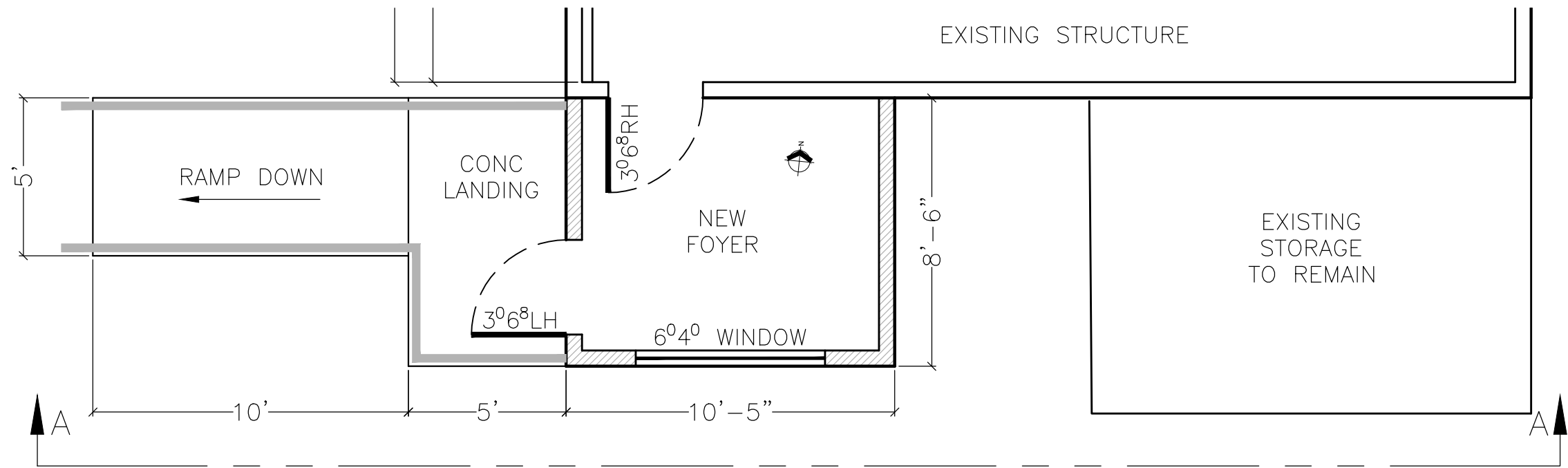
FRANKIE'S CASA
302 N. BALLARD AVENUE, CITY OF WYLIE,
COLLIN COUNTY, TEXAS 75098

DESIGN DRAW BUILD LLC

P.O. BOX 1454, WYLIE, TEXAS 75098
214-773-6460 WWW.DesignDrawBuild.it

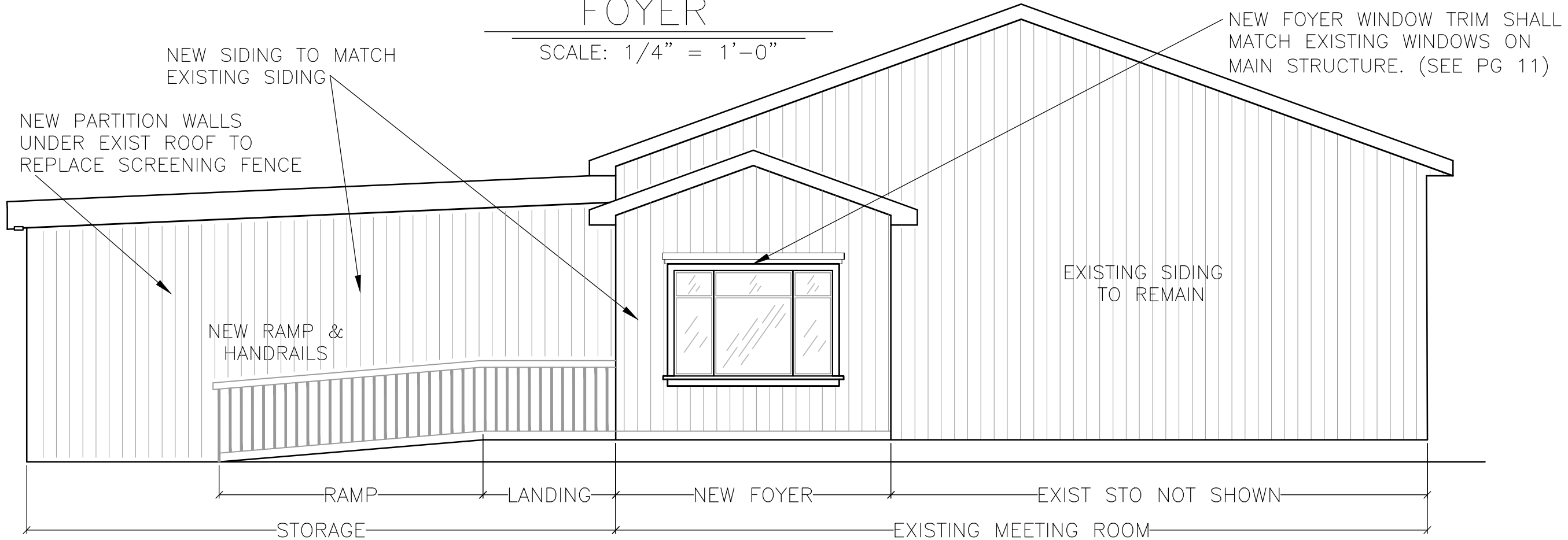
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FOYER

SCALE: 1/4" = 1'-0"



VIEW A-A

SCALE: 1/4" = 1'-0"

FRANKIE'S CASA
302 N. BALLARD AVENUE, CITY OF WYLIE,
COLLIN COUNTY, TEXAS 75098

DRAWING REV:
FOR:
Construction

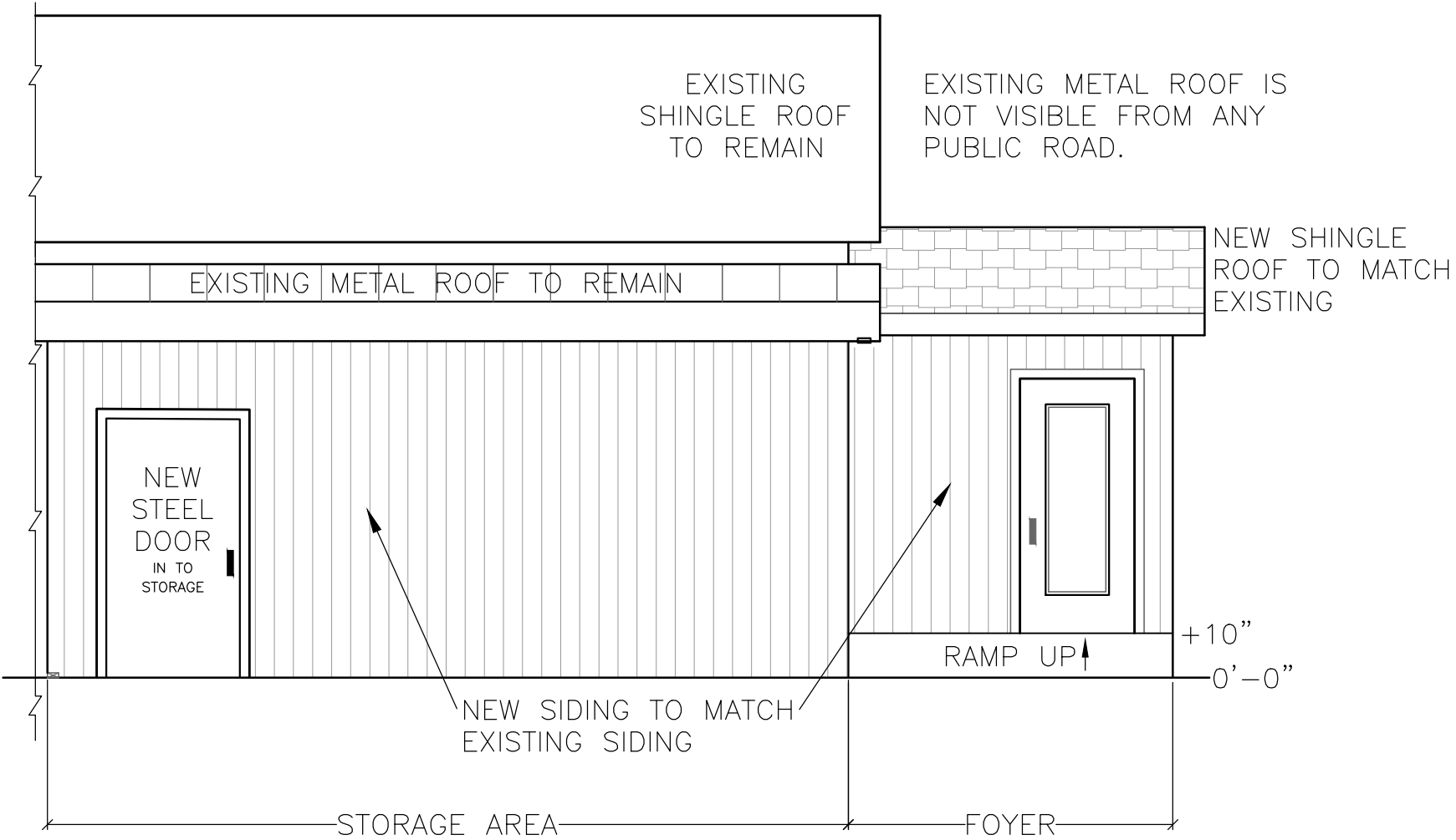
DRAWN BY:
Ryan D. Rogers

DATE:
09-16-2025

SHEET
9
OF



SCALE: $1/4'' = 1'-0''$



VIEW B-B, LOOKING EAST

SCALE: 1/4" = 1'-0"



WINDOW TRIM EXAMPLE, LOOKING NORTH
SCALE: 1/4" = 1'-0"

- NOTES:
- 1. CRAFTSMAN STYLE TRIM ON NEW WINDOW(S) IN FOYER SHALL MATCH TRIM ON EXISTING STRUCTURE AS SHOWN ABOVE.

historic color
AMERICA'S HERITAGE

Color palette with four columns: BODY, TRIM, ACCENT, and ACCENT 2. The palette includes various shades of brown, tan, and green. A photograph of a two-story house with a prominent front porch and a small tower is shown to the right.

BODY	TRIM	ACCENT	ACCENT 2
Barnack Rose Bridge SW 2814	Barnack Bridge SW 2813	Prairie Tan/Land SW 0023	Polished Mahogany SW 2838
Barnack Golden Oak SW 2814	Dwelling Stone SW 2813	Reynolds Yellow SW 2833	Design House SW 0005
Dwelling Sand SW 2822	Blackwood Clay SW 2823	Blackwood Oak Green SW 2810	Blackwood Blue Green SW 2811

Color palette with four columns: BODY, TRIM, ACCENT, and ACCENT 2. The palette includes various shades of blue, green, and brown. A photograph of a two-story house with a prominent front porch and a small tower is shown to the right.

BODY	TRIM	ACCENT	ACCENT 2
Dwelling Stone SW 2811	Dwelling Stone SW 2813	Blackwood Antique Gold SW 2814	Blackwood Medium Brown SW 2807
Dwelling Earth SW 2823	Barnack Bridge SW 2813	Blackwood Teal/Lila SW 2813	Blackwood Dark Brown SW 2808
Barnack White SW 2813	Dwelling Sand SW 2822	Blackwood Dark Green SW 2816	Blackwood Amber SW 2807

Color palette with four columns: BODY, TRIM, ACCENT, and ACCENT 2. The palette includes various shades of brown, tan, and green.

BODY	TRIM	ACCENT	ACCENT 2
Dwelling Stone SW 2811	Dwelling Stone SW 2813	Blackwood Antique Gold SW 2814	Blackwood Medium Brown SW 2807
Dwelling Earth SW 2823	Barnack Bridge SW 2813	Blackwood Teal/Lila SW 2813	Blackwood Dark Brown SW 2808
Barnack White SW 2813	Dwelling Sand SW 2822	Blackwood Dark Green SW 2816	Blackwood Amber SW 2807

Color palette with four columns: BODY, TRIM, ACCENT, and ACCENT 2. The palette includes various shades of brown, tan, and green. A photograph of a two-story house with a prominent front porch and a small tower is shown to the right.

BODY	TRIM	ACCENT	ACCENT 2
Dwelling Stone SW 2811	Sage Green Light SW 2813	Reynolds Yellow SW 2833	Classic Light Buff SW 0003
Blackwood Clay SW 2823	Pure White SW 7002	Dwelling Sand SW 2822	Teal/Lila SW 0018
Dwelling Stone SW 2813	Reynolds Yellow SW 2833	Reynolds Prairie SW 2848	Classic French Gray SW 0077

Color palette with four columns: BODY, TRIM, ACCENT, and ACCENT 2. The palette includes various shades of brown, tan, and green. A photograph of a two-story house with a prominent front porch and a small tower is shown to the right.

BODY	TRIM	ACCENT	ACCENT 2
Headpoint Navy SW 0032	Classic Light Buff SW 0003	New Colonial Yellow SW 2813	Antique Brown SW 0045
Chateau Gray SW 2822	Wheat/Lila Gray SW 2847	Design House SW 0005	Reynolds Prairie SW 2848
Dwelling Sand SW 2822	Classic White SW 2829	Teal/Lila SW 0018	Blackwood Dark Brown SW 2808

Color palette with four columns: BODY, TRIM, ACCENT, and ACCENT 2. The palette includes various shades of brown, tan, and green. A photograph of a two-story house with a prominent front porch and a small tower is shown to the right.

BODY	TRIM	ACCENT	ACCENT 2
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Chateau Gray SW 2822	Wheat/Lila Gray SW 2847	Design House SW 0005	Reynolds Prairie SW 2848
Dwelling Sand SW 2822	Classic White SW 2829	Teal/Lila SW 0018	Blackwood Dark Brown SW 2808

Color palette with four columns: BODY, TRIM, ACCENT, and ACCENT 2. The palette includes various shades of brown, tan, and green.

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Chateau Gray SW 2822	Wheat/Lila Gray SW 2847	Design House SW 0005	Reynolds Prairie SW 2848
Dwelling Sand SW 2822	Classic White SW 2829	Teal/Lila SW 0018	Blackwood Dark Brown SW 2808

Color palette with four columns: BODY, TRIM, ACCENT, and ACCENT 2. The palette includes various shades of brown, tan, and green. A photograph of a two-story house with a prominent front porch and a small tower is shown to the right.

BODY	TRIM	ACCENT	ACCENT 2
Shoreline Sage SW 0014	Dwelling Sand SW 2822	Blackwood Antique Gold SW 2814	Baroque Brown SW 2806
Earl's Gold SW 0005	Classic White SW 2829	Reynolds Yellow SW 0024	Dwelling Stone SW 2813
Pearl Gray SW 0002	Classic Light Buff SW 0003	Colonial Revival Stone SW 2827	Mahogany SW 0001

Color palette with four columns: BODY, TRIM, ACCENT, and ACCENT 2. The palette includes various shades of brown, tan, and green.

BODY	TRIM	ACCENT	ACCENT 2
Shoreline Sage SW 0014	Dwelling Sand SW 2822	Blackwood Antique Gold SW 2814	Baroque Brown SW 2806
Earl's Gold SW 0005	Classic White SW 2829	Reynolds Yellow SW 0024	Dwelling Stone SW 2813
Pearl Gray SW 0002	Classic Light Buff SW 0003	Colonial Revival Stone SW 2827	Mahogany SW 0001

Color palette with four columns: BODY, TRIM, ACCENT, and ACCENT 2. The palette includes various shades of brown, tan, and green. A photograph of a two-story house with a prominent front porch and a small tower is shown to the right.

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Pearl Gray SW 0002	Classic Light Buff SW 0003	Colonial Revival Stone SW 2827	Mahogany SW 0001

Color palette with four columns: BODY, TRIM, ACCENT, and ACCENT 2. The palette includes various shades of brown, tan, and green. A photograph of a two-story house with a prominent front porch and a small tower is shown to the right.

BODY	TRIM	ACCENT	ACCENT 2
California Brown SW 2831	Reynolds Yellow SW 2833	Blackwood Brown SW 2806	Navy SW 6244
Birdseye Maple SW 2834	Reynolds Rose SW 2843	Reynolds Brown Green SW 2846	Azure Brown SW 2837
Reynolds Prairie SW 2848	Weathered Shingles SW 2841	Reynolds Yellow SW 2833	Reynolds Copper Red SW 2839

Color palette with four columns: BODY, TRIM, ACCENT, and ACCENT 2. The palette includes various shades of brown, tan, and green. A photograph of a two-story house with a prominent front porch and a small tower is shown to the right.

BODY	TRIM	ACCENT	ACCENT 2
Antique White SW 6719	Reynolds Stone SW 2842	Green SW 7112	Barnack Blue SW 0048
Peach Yellow SW 2817	Blackwood Antique Gold SW 2814	Classic White SW 2829	Reynolds Bright Green SW 2847
Reynolds Mist Gray SW 2844	Dwelling Stone SW 2813	Extra White SW 7006	Blackwood Dark Red SW 2803

Color palette with four columns: BODY, TRIM, ACCENT, and ACCENT 2. The palette includes various shades of brown, tan, and green.

BODY	TRIM	ACCENT	ACCENT 2
Antique White SW 6719	Reynolds Stone SW 2842	Green SW 7112	Barnack Blue SW 0048
Peach Yellow SW 2817	Blackwood Antique Gold SW 2814	Classic White SW 2829	Reynolds Bright Green SW 2847
Reynolds Mist Gray SW 2844	Dwelling Stone SW 2813	Extra White SW 7006	Blackwood Dark Red SW 2803

Color palette with four columns: BODY, TRIM, ACCENT, and ACCENT 2. The palette includes various shades of brown, tan, and green. A photograph of a two-story house with a prominent front porch and a small tower is shown to the right.

BODY	TRIM	ACCENT	ACCENT 2
Colonial Revival Stone SW 2827	Classic White SW 2829	Teal/Lila SW 0018	Blackwood Dark SW 2803
Colonial Revival Green Stone SW 2826	Pure White SW 7002	Dwelling Stone SW 2813	Reynolds Yellow SW 2833
Colonial Revival Green Stone SW 2826	Classic Light Buff SW 0003	Polished Mahogany SW 2838	Reynolds Brown Green SW 2846

Color palette with four columns: BODY, TRIM, ACCENT, and ACCENT 2. The palette includes various shades of brown, tan, and green. A photograph of a two-story house with a prominent front porch and a small tower is shown to the right.

BODY	TRIM	ACCENT	ACCENT 2
Colonial Revival Stone SW 2827	Classic White SW 2829	Teal/Lila SW 0018	Blackwood Dark SW 2803
Colonial Revival Green Stone SW 2826	Pure White SW 7002	Dwelling Stone SW 2813	Reynolds Yellow SW 2833
Colonial Revival Green Stone SW 2826	Classic Light Buff SW 0003	Polished Mahogany SW 2838	Reynolds Brown Green SW 2846

Due to variations in the printing process, actual color may vary from those shown in this brochure.

The above colors are intended as a guide.

① Body ② Trim ③ Accent ④ Accent 2



Wylie City Council

AGENDA REPORT

Department: Human Resources

Prepared By: Jennifer Beck

Account Code: Various

Subject

Consider, and act upon, Modification No. 4 to Wylie Contract #W2021-76-A for Employee Medical, Dental, and Rx Benefits with Cigna Health and Life Insurance Company in an estimated amount of \$294,766; and authorizing the City Manager to execute any necessary documents.

Recommendation

Motion to approve the Item as presented.

Discussion

The City received its renewal from CIGNA for the 2025-2026 plan year. For the medical plan, the overall rate increased by 10%. For the dental plan, the overall rate increased by 7%. For the medical plan, the City has retained the previous year's PPO and HDHP/HSA plan options.

Staff recommends approval of Modification No. 4 to Wylie agreement #W2021-76-A with Cigna Health and Life Insurance Company which will increase the overall annual expenses by approximately \$294,766 as providing the best overall value to the City. This modification is for option number two of the initial 2-year option renewal term (additional renewal periods remaining), for employee medical, dental and Rx benefits.



Wylie City Council

AGENDA REPORT

Department: Finance

Prepared By: Melissa Brown

Account Code: See Exhibit A

Subject

Consider, and act upon, Ordinance No. 2025-37 amending Ordinance No. 2025-32, which established the fiscal year 2025-2026 budget, providing for repealing, savings, and severability clauses, and the effective date of this ordinance.

Recommendation

Motion to approve the Item as presented.

Discussion

This amendment is to budget the expense needed to repair the damaged Quint and replace the damaged drone from recent accidents involving these apparatuses. The insurance recoveries were received in fiscal year 2025.

The Quint was involved in an accident on June 20, 2025, while responding to a medical emergency.

The drone was involved in a separate accident where it collided with power lines, resulting in the destruction of the drone on June 9, 2025.

The insurance amount received for the Quint was \$37,630.44, and the drone amount was \$7,025.

This amendment is also to budget expenses needed for hail damage repairs that were not carried forward as part of the 2026 budget and the work was not complete by September 30, 2025. The insurance recoveries were received in fiscal year 2025.

The insurance amount received for Fire Station water damage was \$2,587.

The insurance amount received for the Public Works fence repair was \$9,387.

ORDINANCE NO. 2025-37**AN ORDINANCE OF THE CITY OF WYLIE, TEXAS, AMENDING ORDINANCE NO. 2025-32, WHICH ESTABLISHED THE BUDGET FOR FISCAL YEAR 2025-2026; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the City Council heretofore adopted Ordinance No. 2025-32 setting forth the Budget for Fiscal Year 2025-2026 beginning October 1, 2025, and ending September 30, 2026; 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 2025-2026 Budget; see Exhibit A, with the revenues and expenditures therein contained, is in the best interest of the City; and therefore, desires to adopt the same by formal action.

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

SECTION I: The proposed amendments to the FY 2025-2026 Budget of the City of Wylie; Exhibit A, as heretofore adopted by Ordinance No. 2025-37, are completely adopted and approved as amendments to the said FY 2025-2026 Budget.

SECTION II: All portions of the existing FY 2025-2026 Budget and Ordinance No. 2025-32, 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 14th day of October, 2025.

Matthew Porter, Mayor

ATTEST:

Stephanie Storm, City Secretary

Budget Amendment
March 2025 Hail Damage Repairs and Repairs to Quint and Drone

Exhibit A

Fund	Department	Account Number	Account Description	Debit	Credit	Description
100	5231	54510	Motor Vehicles	37,360.44		Quint Repairs
100	5231	52130	Heavy Equipment	7,025.00		Replace Drone
100	5231	54910	Buildings	2,587.00		Fire Station 1 repairs
100	5132	54910	Buildings	9,387.00		Public Works fence repair
Total General Fund				56,359.44	0.00	



Wylie City Council

AGENDA REPORT

Department: Planning
 Prepared By: Jasen Haskins

Account Code: _____

Subject

Tabled from 08-26-2025

Remove from table and consider

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

Recommendation

Motion to approve the Item as presented.

Discussion

OWNER: ADC Industrial LLC

APPLICANT: ADC Industrial LLC

REQUEST TO WITHDRAW

The applicant has requested to withdraw the zoning change application. They are working on a different proposal for the property. Council may accept the withdrawal or deny the application with or without prejudice.

PREVIOUS REPORT

The applicant is requesting to rezone 1.056 acres located on the northeast corner of Country Club Road and Park Blvd at 1400 Country Club Road from Neighborhood Services to Community-Retail with a Special Use Permit (CR-SUP) to allow for a motor fueling station with a 4,000 sq.ft. convenience store and drive thru restaurant use.

The applicant is proposing to offer the sale of beer and wine within the convenience store and allow for the sale of smoking products as required by the Smoking Zoning Ordinance amendments 2025-14. The development is also proposing to allow for a drive-thru restaurant by right.

The special conditions of the SUP allow for the sale of beer & wine and smoking products limited to cigarettes and cigars with a waiver to the 300' distance requirements from a public school due to the proximity from Dodd Elementary. The property is 299.71' from the school. The sale of e-cigarettes, vape cartridges, CBD or THC smokable or edible products shall be prohibited.

Hours of operation are proposed to be Sunday to Friday 5 a.m. to midnight for the convenience store and restaurant use. Saturday 5 a.m. to 1 a.m. for the convenience store and restaurant use. Fuel pumps are accessible 24 hours a day, every day.

The Zoning Exhibit shall serve as the concept plan and shows the general location of building, parking, vehicle access and landscaping placement. If approved the development shall be required to provide a site plan and an amended plat prior to development commencing with full compliance with site design codes and regulations.

The property to the west is developed with the Wylie United Methodist Church. The property to the north is owned by the applicant and zoned Neighborhood Services. The property to the east is developed with Goddard School of Wylie and zoned Neighborhood Services. The property to the south is undeveloped and zoned Neighborhood Services. There are no completed drive-thru restaurants within ½ mile of the subject property. The closest motor fueling station with a convenience store is located south at Country Club and Brown Street.

The site is located in the Local Commercial sector of the future land use map and is consistent with land use classification of the comprehensive plan.

Notices were sent to six property owners within 200 feet as required by state law. At the time of posting, one response was received in favor and one in opposition of the request. The opposition letter comes from a property that is rather large, therefore, per section 211.006 of the Local Government Code, for a rezoning to take effect a three-fourths affirmative vote is required due to the opposition of the rezoning exceeding 20% of the notified area. Wylie Independent School District has been contacted and has no opinion regarding the proposed development.

In October 2020 the property owner applied for a similar zoning change that was denied by City Council with a 4-2 vote. At that time, there was opposition from the private school adjacent to this property and the city did not have the ability to limit the types of smoking products sold at a business.

P&Z Recommendation

The Commission voted 3-2 to recommend approval with the dissenting votes feeling that this property was not appropriate for a c-store, gas station, and drive-thru restaurant.

Locator Map



ZONING CASE:
ZC 2025-06 Keles Convenience Store

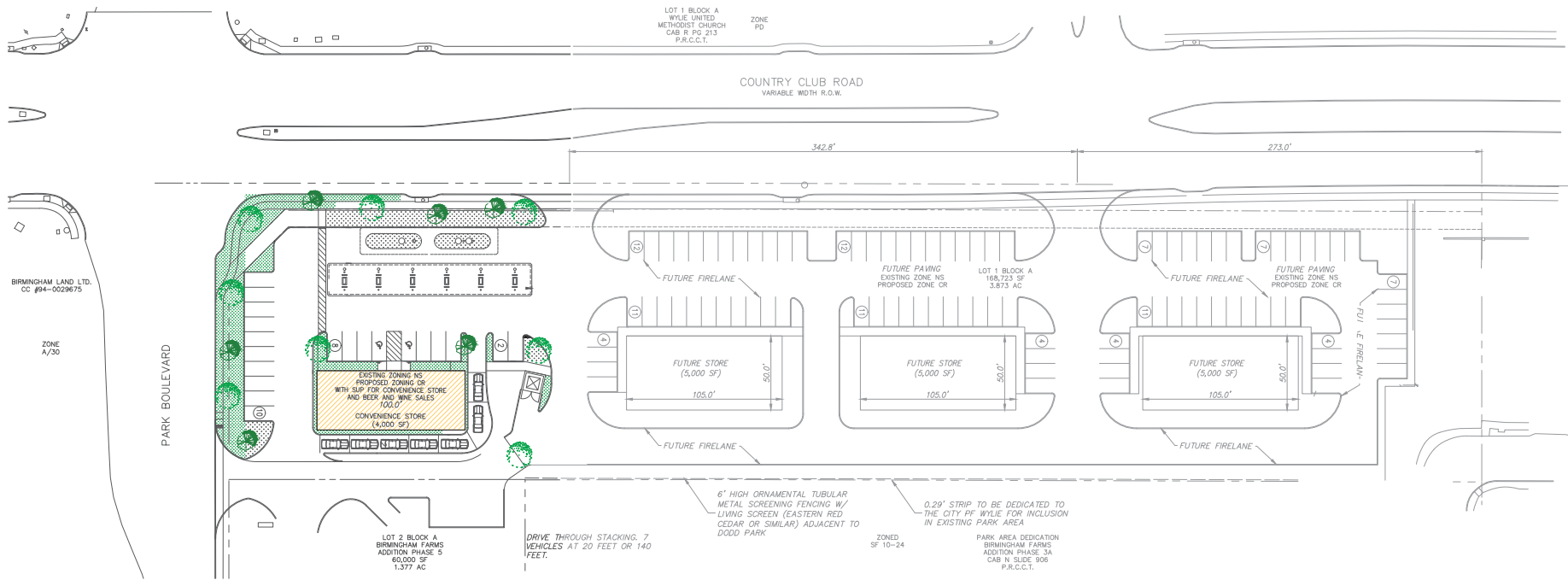
 **SUBJECT property**



0 0.1 0.2 0.3 0.4 Miles

Date: 5/5/2025





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Design / Drafting by :
DESIGN STUDIO

REVISIONS	BY

SIGNATURE & DATE

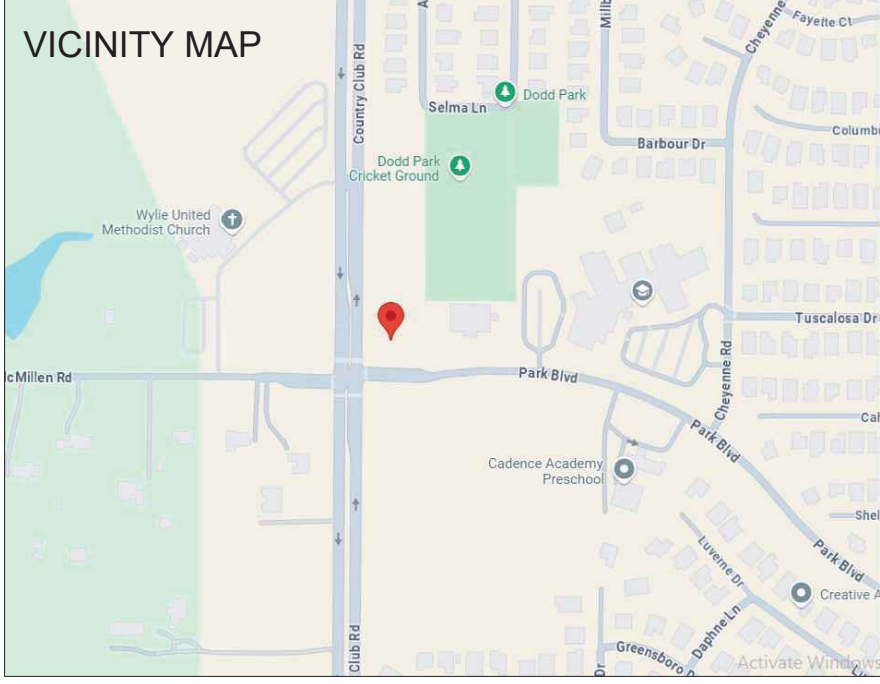
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A01



THE CONTENTS OF THESE DOCUMENTS ARE AND REMAIN THE SOLE PROPERTY OF SCOUTING DESIGN.

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REVISIONS	BY

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DATE: MAY,10,2025

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Keles Fueling Station and Restaurant

EXHIBIT “C”

Conditions for Special Use Permit

I. PURPOSE

The purpose of this Special Use Permit is to allow for a motor fueling station with a convenience store and drive through restaurant use.

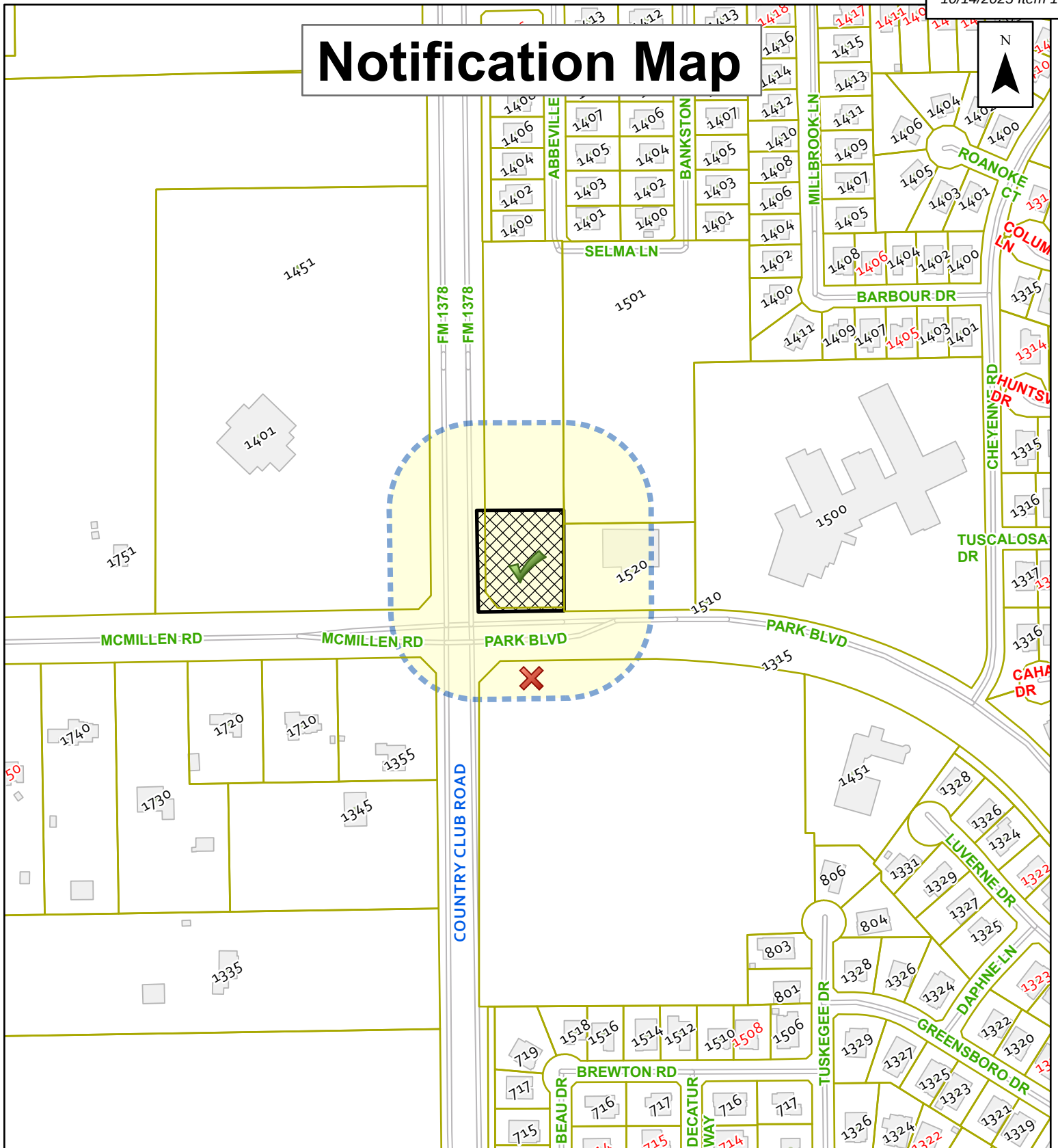
II. GENERAL CONDITIONS

1. The Special Use Permit shall not affect any regulations of the Community Retail (CR) design standards, as provided in Article 4 and 5 of the City of Wylie Zoning Ordinance as adopted June 2023; except as specifically provided herein.
2. The design and development of the Keles Fueling Station and Restaurant shall be in accordance with Section II below and the Zoning Exhibit (Exhibit “B”).

III. SPECIAL CONDITIONS

1. The following listed uses as defined in Article 5 and 7 of the Zoning Ordinance (adopted as of June 2023) and as depicted in the Zoning Exhibit (Exhibit “B”) shall be allowed by-right:
 - a. Fueling Station
 - b. Drive-Through Restaurant
 - c. Beer and Wine Sales with a waiver to the 300’ distance requirements from a public school.
 - d. Smoking product sales: limited to cigarettes & cigars with a waiver to the 300’ distance requirement from a public school.
 - i. The sale of e-cigarettes, vape cartridges, CBD or THC smokable or edible products shall be prohibited.
2. The hours of operation for the business shall be:
 - a. Sunday to Friday 5 a.m. to Midnight for the convenience store and restaurant use
 - b. Saturday 5 a.m. to 1 a.m. for the convenience store and restaurant use
 - c. Fuel pumps are accessible 24 hours a day, every day.

Notification Map



ZONING CASE:
ZC 2025-06 Keles Convenience Store



SUBJECT property



200 foot Notification Buffer

0 100 200 300 400 500 Feet



Date: 5/5/2025





Public Comment Form

First Name *

Joseph

Middle Name

Last Name *

Keles

Address *

Street Address

BIRMINGHAM PLACE PHASE 5, BLK A, LOT 1, Country Club Road

Address Line 2

City

Wylie

State / Province / Region

TX

Postal / Zip Code

75098

Case # *

ZC2025-06 Country Club Rd & Park Blvd

Response *

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

Comments

"I believe this corner location is an excellent choice for a gas station and convenience store. The surrounding neighborhood is in clear need of accessible fuel and daily essentials, and this development would fill that gap. Not only would it provide convenience to local residents, but it would also encourage further growth in the area. Additionally, the increased commercial activity would generate valuable sales tax revenue for the city, contributing to community improvements and public services. I fully support this project and believe it will be a positive step for the neighborhood and the city as a whole."

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

Signature *

Date of Signature

5/30/2025



PUBLIC COMMENT FORM

*Submissions can now be made on-line at <https://records.wylietexas.gov/Forms/PublicComment>
or by scanning the QR code in the upper right hand corner.
(If completing the form below, 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 #2025-06.

☒ I am **AGAINST** the requested zoning as explained on the attached public notice for Zoning Case #2025-06.

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, June 17, 2025 6:00 pm
Municipal Complex, 300 Country Club Road, Building 100, Wylie, Texas

Date, Location & Time of
City Council meeting:

Tuesday, July 08, 2025 6:00 pm
Municipal Complex, 300 Country Club Road, Building 100, Wylie, Texas

Name: Sammy Jibrin, F&C, LLP
(please print)

Address: 1057 S. Sherman St. Ste 300
Richardson, TX 75081

Signature: [Handwritten Signature]

Date: 6.4.25

COMMENTS:

We do NOT Agree w/ Alcohol and cigarettes within 300 ft of
a private school.

I own the 13.036 Acres at SEC of Country club and Park

ABS A0022 Charles Atterbury Survey TRACT 25

13.036 Acres Property ID - 2858816

owner ID - 968880



Wylie City Council

AGENDA REPORT

Department: City Manager
Prepared By: Mary Nogle

Account Code: _____

Subject

Consider, and act upon, Resolution No. 2025-23(R) to provide sanitary sewer service to First Step Homes for a proposed project (Vecina) located outside of the City limits near the intersection of E. FM 544 and Wheelis Road, and authorize the City Manager to negotiate a Wastewater Service Agreement between the City and First Step Homes subject to final approval by the City Council.

Recommendation

Motion to approve the Item as presented.

Discussion

Attached for Council review and consideration is a request from Todd Winters, President of Pettitt-ECD. Mr. Winters is requesting sanitary sewer service for First Step Homes, the Vecina Project, located just south of Wylie near the intersection of E. FM 544 and Wheelis Road.

The subject property is not currently in the City's Sanitary Sewer CCN but is adjacent to the City's CCN on two sides.

RESOLUTION NO. 2025-23(R)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WYLIE, TEXAS, TO PROVIDE SANITARY SEWER SERVICE TO FIRST STEP HOMES FOR A PROPOSED PROJECT (VECINA) LOCATED OUTSIDE OF THE CITY LIMITS NEAR THE INTERSECTION OF E. FM 544 AND WHEELIS ROAD, AND AUTHORIZE THE CITY MANAGER TO NEGOTIATE A WASTEWATER SERVICE AGREEMENT BETWEEN THE CITY AND FIRST STEP HOMES SUBJECT TO FINAL APPROVAL BY THE CITY COUNCIL.

WHEREAS, First Step Homes has identified a potential project location located outside City limits of Wylie; and

WHEREAS, the site is not located in the City of Wylie Extra Territorial Jurisdiction; and

WHEREAS, First Step Homes has requested that they be allowed to connect the site to the City of Wylie sanitary sewer system; and

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

SECTION 1. The City Council does hereby approve the request for First Step Homes to connect the proposed project (Vecina) located near the intersection of E. FM 544 and Wheelis Road to the City of Wylie sanitary sewer system.

SECTION 2. First Step Homes will be responsible for all cost associated with connecting the proposed project (Vecina) located near the intersection of E. FM 544 and Wheelis Road to the City of Wylie sanitary sewer system.

SECTION 3. The City Manager of the City of Wylie, Texas is hereby authorized to negotiate on behalf of the City Council of the City of Wylie, Texas a Wastewater Service Agreement between the City of Wylie, Texas, and First Step Homes, subject to final approval by the City Council.

SECTION 4. No property located outside of the City limits of Wylie along the sewer line extension will be allowed to connect to the sewer system without approval of the City Council of the City of Wylie, Texas.

DULY PASSED AND APPROVED by the City Council of the City of Wylie, Texas on this the 14th day of October 2025.

Matthew Porter, Mayor

ATTEST TO:

Stephanie Storm, City Secretary

PETITT - ECD

ENGINEERING SURVEYING CONSTRUCTION ADMINISTRATION

201 Windco Circle
Suite 100
Wylie, Texas 75098
214.221.9955
Fax 214.340.3550
TBPELS Firm Registration
Engineering Firm No. 1145

September 18, 2025

Mr. Brent Parker
City Manager
City of Wylie
300 Country Club Road, Bldg. 100
Wylie, Texas 75098

RE: First Step Homes, Vecina Project, Wylie ETJ

Dear Brent:

Thank you for taking the time to discuss our project with us. After our last meeting, we met with NTMWD to discuss its ability to provide the necessary sewer service for the project located just south of Wylie near the intersection of F.M. 544 and Wheelis Road. Unfortunately, NTMWD does not have any facilities in the Rush Creek basin. As such, NTMWD is not an option.

Therefore, on behalf of the landowner, please accept this Letter as a formal request for the City of Wylie to provide sanitary sewer service to the project site. The City currently has a 30" gravity sanitary sewer line in Rush Creek just to the east of the subject project site. The City also has an 18" force main sanitary sewer line on southern portion of our project site (see attached pdf) that would be an ideal connection point for our project.

The subject property is not currently in the City's sanitary Sewer CCN but is adjacent to the City's CCN on two sides and can easily be annexed into it.

If the City declines to provide the requested service, we will pursue a discharge permit through the TCEQ and install a private wastewater treatment plant that discharges the effluent into Rush Creek.

Thanks again for your time and should you have questions or comments I will make myself available at your convenience to discuss the same.

Regards,



Todd Wintters, P.E.
President



Wylie City Council

AGENDA REPORT

Department: Planning

Account Code: _____

Prepared By: Jasen Haskins

Subject

Discuss development options on property currently owned by Sanden International.

Recommendation

Discussion

Discussion

The applicant is seeking City Council input on several platted lots that Sanden International is looking to divest.

The lots currently include two properties of roughly 1.5 acres each with facing on FM 544, one lot of about 5.5 acres facing Sanden, and two larger lots to the south also facing Sanden.

All the properties are currently zoned as Light Industrial and shown as Industrial on the future land use plan. Light Industrial zoning does allow for many of the same uses as Commercial Corridor zoning such as general office, banks, and general merchandise stores.

The applicant has provided a presentation slide (attached) for the discussion.

CONFIDENTIAL

Sales of SIA Idle Land

Sanden International USA Inc



#	Status
1	Negotiating
2	Nick & Moes (Gas Station) City Council denied SUP on 9/9/25 This project is feasible, economically sound, and community-enhancing. - Generates \$10.5M in annual sales and over <u>\$866,000 in annual sales tax revenue</u> (\$654,192 state / \$212,058 local). <u>Creates 25-30 jobs</u> with competitive wages, injecting \$600,000+ in payroll into the local economy. - Provides modern, safe, and compliant fueling, retail, and food services that align with Wylie's growth corridor. - Directly supports Collin County's long-term job growth goals and Wylie's commitment to pro-business development. - Represents a \$250,000 investment already expended on civil, architectural, and related pre-development work.
3	Rak Equities (Warehouse) - The preliminary permitting schedule does not fit within sales contract deadline. SIA is due to close on January 5th, 2026, but the projected approval of the preliminary plat is March 10th, 2026. - The buyer will not close prior to plat being approved. - Preliminary plat cannot be submitted until SUP is approved - Sanitary Sewer required a lift station to tie into SIA's sewage
4	1) Negotiating 2) Potential buyer would like to build a warehouse
5	1). Negotiating 2). Waiting on LOI - Potential buyer would like to build a sporting complex (pickleball, volleyball)



Wylie City Council

AGENDA REPORT

Department: City Council
 Prepared By: Brent Parker

Account Code: _____

Subject

Discuss establishing a Sister City with the City of Mitrovica North, Kosovo.

Recommendation

N/A

Discussion

The Mayor *Pro Tem* would like the Council to discuss and provide direction on establishing a Sister City with the City of Mitrovica North, Kosovo.



Republika e Kosovës
Republika Kosova – Republic of Kosovo



Komuna e Mitrovicës Veriore
Opština Severna Mitrovica – Municipality of Mitrovica North

Kryetari i Komunës.

Nr. _____ . Data: 22/09/2025.

Mitrovicë Veriore.

PROCLAMATION

REPUBLIC OF KOSOVO REPUBLIKA KOSOVA REPUBLIC OF KOSOVO	
KOMUNA SEVERNA MITROVICA OPŠTINA SEVERNA MITROVICA MITROVICA NORTH MUNICIPALITY	
Njesia Org. Org. Jedin. Org. Unit.	Nr. Prot. Br. Prot. Prot. No.
01	01-03d/01-0015614/25
Nr. fidejshv. Br. strarice No. pages	Date Datum Date
1	22/09/2025

Establishing a Sister City Relationship Between the City of Wylie, Texas, USA and the City of Mitrovica North, Kosovo WHEREAS, the City of Wylie, Texas, values the importance of international friendship, understanding, and cooperation; and WHEREAS, the City of Mitrovica North, Kosovo, shares a vision of building bridges between communities through cultural, educational, and economic exchange; and WHEREAS, both cities recognize the benefits of mutual learning, collaboration, and the strengthening of democratic values through people-to-people connections; and WHEREAS, this Sister City partnership will foster goodwill, promote cultural understanding, encourage economic opportunities, and strengthen the bonds of friendship between our two communities; NOW, THEREFORE, I, Mathew Porter Mayor of the City of Wylie, Texas, on behalf of the Wylie City Council and the citizens of our community, do hereby proclaim the establishment of a Sister City relationship between Wylie, Texas, USA and Mitrovica North, Kosovo.

Together, we look forward to a future of shared opportunities, collaboration, and friendship.
IN WITNESS WHEREOF, I hereunto set my hand and cause the Seal of the City of Wylie to be affixed this 22 of September, 2025.

Erden ATIQ

Mayor City of Mitrovica North, Kosovo

