



Wylie City Council

NOTICE OF MEETING

Regular Meeting Agenda October 10, 2017 – 6:00 pm Wylie Municipal Complex Council Chambers/Council Conference Room 300 Country Club Road, Building #100

Eric Hogue	Mayor
Keith Stephens	Mayor Pro Tem
Diane Culver	Place 2
Jeff Forrester	Place 3
Candy Arrington	Place 4
Timothy T. Wallis, DVM	Place 5
David Dahl	Place 6
Mindy Manson.....	City Manager
Richard Abernathy	City Attorney
Carole Ehrlich	City Secretary

In accordance with Section 551.042 of the Texas Government Code, this agenda has been posted at the Wylie Municipal Complex, distributed to the appropriate news media, and posted on the City website: www.wylietexas.gov within the required time frame. As a courtesy, the entire Agenda Packet has also been posted on the City of Wylie website: www.wylietexas.gov.

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

The Wylie Municipal Complex is wheelchair accessible. Sign interpretation or other special assistance for disabled attendees must be requested 48 hours in advance by contacting the City Secretary's Office at 972.516.6020.

Hearing impaired devices are available from the City Secretary prior to each meeting.

CALL TO ORDER

Announce the presence of a Quorum

INVOCATION & PLEDGE OF ALLEGIANCE

PRESENTATIONS

- **Proclamation Declaring October 8-14, 2017 as Fire Prevention Week in the City of Wylie**
- **Proclamation for Hispanic Heritage Month**

CITIZENS COMMENTS ON NON-AGENDA ITEMS

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

CONSENT AGENDA

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

- A. Consider, and act upon, approval of the Minutes of September 26, 2017 Regular Meeting of the Wylie City Council. (C. Ehrlich, City Secretary)**
- B. Consider and act upon, Ordinance No. 2017-28 setting the time and place for all regular City Council Meetings in the 2018 calendar year. (C. Ehrlich, City Secretary)**
- C. Consider and place on file, the monthly Revenue and Expenditure Report for the Wylie Economic Development Corporation as of August 31, 2017. (S. Satterwhite, WEDC Director)**
- D. Consider, and act upon, a Chapter 380 Agreement with First Texas Homes, Inc. (M. Manson, City Manager)**
- E. Consider, and act upon, a Chapter 380 Agreement with Horizon Homes, LLC (M. Manson, City Manager)**
- F. Consider and act upon a request for Substantial renovations of a residential structure in accordance with Ordinance No. 2013-17, generally located at the northeast corner of Jefferson St. and Jackson St., and more specifically at 100 W. Jefferson within the Downtown Historic District. (R. Ollie, Development Services Director)**
- G. Consider and act upon the approval of the purchase of police vehicles from Reliable Chevrolet in the amount of \$172,172.10 through cooperative purchasing contracts with Tarrant County, and authorizing the City Manager to execute any necessary documents. (G. Hayes, Purchasing)**
- H. Consider and act upon the award of bid # W2017-78-B for Newport Harbor Pump Station Improvements to Red River Construction in the amount of \$910,000.00, and authorizing the City Manager to execute any and all necessary documents. (G. Hayes, Purchasing)**
- I. Consider, and act upon Resolution No. 2017-19(R) of the City Council of the City of Wylie, Texas, to ratify the purchase of a 2016 Chevrolet Tahoe PPV unit from Reliable Chevrolet in the amount of \$32,433.25. (G. Hayes, Purchasing)**

REGULAR AGENDA

1. **Conduct the second Public Hearing for the annexation of a 29.677 acre tract of land situated in the D.W. Williams Survey, Abstract No. 980, and a 21.992 acre tract of land situated in the William Sutton Survey, abstract 860 for a total of 51.669 acres in Collin County, Texas, generally located northeast of the intersection of South Ballard and Pleasant Valley Road. A2017-03 (R. Ollie, Development Services Director)**

Executive Summary

This annexation is at the request of the property owner, Bloomfield Homes, LP and the representative Douglas Properties. The subject tract is contiguous to the corporate city limits of Wylie, as required by law. The applicant desires to bring the subject tract into the city and develop it in accordance with the Development Agreement executed October 8, 2017. Planned Development 2016-27 District.

2. **Hold a Public Hearing and consider, and act upon, a Replat of Block B, Lot 6R of Woodbridge Center Phase 1 Addition (Credit Union of Texas) on 0.9058 acres, generally located at the Southwest corner of Woodbridge Parkway and FM 544. (R. Ollie, Development Services Director)**

Executive Summary

The property totals 0.9058 acres and will modify the existing lot 6R, Block B of Woodbridge Center Phase 1 to dedicate additional right of way.

3. **Hold a Public Hearing and consider, and act upon, a Replat of Block B, Lots 4B and 5B of Woodbridge Center Phase 1 Addition on 2.032 acres, generally located at the Southwest corner of Woodbridge Parkway and FM 544. (R. Ollie, Development Services Director)**

Executive Summary

The property totals 2.096 acres and will create two lots from two existing lots. The reason for the replat is to move the dividing lot line north approximately 10' to accommodate the development of a retail development on Lot 4B and add a 24' access/fire lane easement across both properties. The development of 4B is proposed as a single story pet supply store. The site plan for this commercial use is also on the current agenda for consideration.

READING OF ORDINANCE

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

ADJOURNMENT

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.

CERTIFICATION

I certify that this Notice of Meeting was posted on October 6, 2017 at 5:00 p.m. as required by law in accordance with Section 551.042 of the Texas Government Code and that the appropriate news media was contacted. As a courtesy, this agenda is also posted on the City of Wylie website: www.wylietexas.gov.

Carole Ehrlich, City Secretary

Date Notice Removed



Wylie City Council

Minutes

Regular Meeting

Tuesday, September 26, 2017 – 6:00 p.m.
Wylie Municipal Complex – Council Chambers
300 Country Club Road, Bldg. 100
Wylie, TX 75098

CALL TO ORDER

Announce the presence of a Quorum.

Mayor Eric Hogue called the meeting to order at 6:00 p.m. City Secretary Carole Ehrlich took roll call with the following City Council members present: Councilman Jeff Forrester, Councilwoman Diane Culver, Councilwoman Candy Arrington, Councilman David Dahl, and Councilman Timothy Wallis. Mayor pro tem Keith Stephens was absent.

Staff present included: City Manager, Mindy Manson; City Engineer, Tim Porter; WEDC Executive Director, Sam Satterwhite; Police Chief, Anthony Henderson; Fire Chief, Brent Parker; Public Services Director, Mike Sferra; Finance Director, Linda Bantz; Public Information Officer, Craig Kelly; City Secretary, Carole Ehrlich, and various support staff.

INVOCATION & PLEDGE OF ALLEGIANCE

Councilman Dahl gave the invocation and Tristan Nussbaum led the Pledge of Allegiance.

PRESENTATIONS

- **Recognition of Tristan Nussbaum – 2017 US World Martial Arts Games in Orlando**

Mayor Hogue presented Tristan Nussbaum with a proclamation honoring his 2017 US World Martial Arts Games in Orlando FL. Tristan was the youngest competitor in his age group to win in two divisions, Gold Medal in Kata and Silver Medal in Kumite.

- **Employee Milestone Anniversaries**

Mayor Hogue and City Manager Manson presented awards for milestone years of service to:

Stephen Weaver, Meter Service Technician – 15 years of service

Richard Hollien, Firefighter – 15 years of service
Ofilia Barrera, Youth Services Supervisor – 10 years of service
Aaron Oleson, 911 Communications Supervisor – 10 years of service
Amanda Villalobos, Child Advocacy Center Investigator – 10 years of service
Craig Kelly, Public Information Officer – 10 years of service

Mayor Hogue thanked these employees for their service to the City of Wylie.

- **Police Promotional Badge Pinning**

Police Chief Henderson administered the Law Enforcement Oath of Honor to newly promoted officers Sergeant Donald English and Lieutenant Matt Miller. Family members were on hand to pin the officers.

CITIZENS COMMENTS ON NON-AGENDA ITEMS

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

Nikki Culver addressed Council inviting everyone to the Oktoberfest in Historic Downtown Wylie on October 14, 2017.

Jeff Graham of Nevada addressed Council stating he was running for Justice of the Peace, Precinct 2. He gave a little background regarding his experience.

CONSENT AGENDA

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

- A. Consider, and act upon, approval of the Minutes of September 12, 2017 Regular Meeting of the Wylie City Council. (C. Ehrlich, City Secretary)**
- B. Consider, and act upon, Resolution No. 2017-17(R) authorizing the Mayor to execute an Interlocal Agreement between Rockwall County and the City of Wylie for road improvements. (M. Sferra, Public Services Director)**
- C. Consider, and act upon, approving the Financial Management Policies. (L. Bantz, Finance Director)**
- D. Consider, and act upon, Resolution No. 2017-18(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. (L. Bantz, Finance Director)**
- E. Consider, and place on file, the City of Wylie Monthly Investment Report for August 31, 2017. (L. Bantz, Finance Director)**
- F. Consider, and place on file, the City of Wylie Monthly Revenue and Expenditure Report for August 31, 2017. (L. Bantz, Finance Director)**

- G. Consider, and act upon, a vendor application for the Pirate Pacesetter Booster Club for a fundraiser event at Olde City Park on November 4, 2017. *(R. Diaz, Parks & Recreation Superintendent)*
- H. Consider, and act upon, a vendor application for the Wylie P.O.L.I.C.E. Club for a fundraiser event at Founders Park on November 5, 2017. *(R. Diaz, Parks & Recreation Superintendent)*
- I. Consider, and act upon, the award of bid #W2017-67-A for Asphalt Pavement Rejuvenator to Pavement Restoration, Inc., in the estimated amount of \$75,000.00 and authorizing the City Manager to execute any and all necessary documents. *(G. Hayes, Purchasing)*
- J. Consider, and act upon, the award of bid #W2017-75-A for Delivery of Portland Cement Concrete to Bodin Concrete L.P., Cooper Concrete Company, DDM Materials and Lattimore Materials in the estimated annual amount of \$225,000.00; and authorizing the City Manager to execute any and all necessary documents. *(G. Hayes, Purchasing)*
- K. Consider, and place on file, the Animal Shelter Advisory Board report to City Council regarding meeting held on September 13, 2017. *(D. Dahl, ASAB Chair)*

Council Action

A motion was made by Councilwoman Culver, seconded by Councilwoman Arrington to approve the Consent Agenda as presented. A vote was taken and the motion passed 6-0 with Mayor pro tem Stephens absent.

REGULAR AGENDA

- 1. Conduct the first Public Hearing for the annexation of a 29.677 acre tract of land situated in the D.W. Williams Survey, Abstract No. 980, and a 21.992 acre tract of land situated in the William Sutton Survey, abstract 860 for a total of 51.669 acres in Collin County, Texas, generally located northeast of the intersection of South Ballard and Pleasant Valley Road. A2017-03 *(R. Ollie, Development Services Director)*

Staff Comments

Development Services Director Ollie addressed Council stating that this annexation is at the request of the property owner, Bloomfield Homes, LP and the representative Douglas Properties. The subject tract is contiguous to the corporate city limits of Wylie, as required by law. The applicant desires to bring the subject tract into the city and develop it in accordance with the Development Agreement executed October 8, 2017.

Public Hearing

Mayor Hogue opened the first of two public hearings on Annexation 2017-03 at 6:49 p.m. asking anyone wishing to address Council to come forward.

No citizens were present wishing to address council.

Mayor Hogue closed the public hearing at 6:50 p.m.

Another public hearing will be held on October 10, 2017 and final approval will be October 24, 2017.

No action on this item was required.

2. **Hold a Public Hearing and consider, and act upon, a change in zoning from Manufactured Housing (MH) and Neighborhood Services (NS) to a Planned Development (PD 2017-06) to allow for a Manufactured Housing Residential Development and a Retail Development on 30.58 acres of land located northeast from the intersection of Vinson Road and Allen Road. 2017-06** *(R. Ollie, Development Services Director)*

Staff Comments

Development Services Director Ollie addressed Council stating that the applicant is requesting to establish Planned Development zoning for Manufactured Housing and Retail on 30.58 acres. The current zoning of the land allows for both uses however the applicant is asking for the Planned Development to allow for the new development to match the existing manufactured housing subdivision that is south of this tract of land.

The proposed Planned Development has a total of two lots. The retail lot of this Planned Development will abide with the regulations of the neighborhood services zoning designation and has no variation within the Planned Development standards. The reason that the retail lot is included within this Planned Development is because the applicant is reshaping the boundary lines of the neighborhood services zoning to allow for better site design. The manufactured housing lot includes 149 manufactured residential units and 6 private streets that will be privately maintained.

Ollie explained that the Commissioners discussed at length the proposed lot size. The commission was reluctant to approve the 5,500 sf lots in lieu of the required 7,200 sf. They also desired to see a wider entrance off of County Line road. The Commission asked staff what was the rationale behind the change from 5,500 to 7,200 and did the state regulate lot sizes. This information was not readily available and known at the time of the P&Z meeting. The Commissioners voted 6-0 to recommend denial of the request.

Ollie reported staff has since researched the history of the ordinance regarding manufactured housing. The timeline of events are:

- Ord. 1983-18 included MH Park but no specific lot requirements
- Ord. 1985-05 amended 83-18 added the mobile home space shall be improved & have adequate support.
- Ord. 1985-40 amended 1983-18 included specific area requirements 5,500 sf min lot
- Ord. 2000-11 created the MH District with 2 distinct types MH Subdivision (7,200sf) & MH Park (5,550 sf) repealed 1985-23A. 07/25/2000
- Ord. 2001-48 amended in its entirety 1985-23A and included MH Subdivision (7,200sf) & MH Park (5,550 sf)
- Ord. 2005-58 deleted the MH Park section. January 24, 2006

In summary, in 2000 the zoning ordinance consisted of Manufactured Home Subdivision which allowed lot sizes of 7,200 sf and Manufactured Home Park which allowed lot sizes of 5,500 sf. In 2005 the MH Park section was removed.

Staff researched 10 city ordinances regarding lot size and dwelling size. The average minimum lot size is 4,350 sf, with the largest being Little Elm at 6,000 sf. The average dwelling size where a minimum was listed is 820 sf with the largest being Terrell at 1,200 sf.

Council Developer Comments

Councilman Dahl asked Ollie if the Mobile Home Parks were taken out in 2005, did the City have any developments that fell under the existing Manufactured Homes Subdivision? Ollie replied when the 2005 change was made, there were no developments that would have fallen under 7,200 sf Manufactured Home Subdivision; only the existing 5,500 sf Mobile Home Parks were currently in existence.

Councilwoman Culver asked what the response from the applicant was when the case was denied by the Planning and Zoning Commission. Ollie replied the engineer was present at the meeting however the owner was not present and therefore no discussion followed. The engineer did indicate the owner was trying to match the existing 5,500 sf lots.

Representatives for the Yes! Communities addressed Council stating that they currently owned both the Southfork and Redwood on the Lake Mobile Home Parks which both had 5,500 sf lots. They indicated they wished to continue the 5,500 sf lots in the new proposed Planned Development. They explained Yes! Communities have over 69 developments in Texas. They explained the development currently has 325 to 350 home sites. Of those, the company owns 75 of the home sites and the remainder are lot rentals. He listed some of the amenities and other services free to the residents.

Councilwoman Culver asked the applicants what their response was to the requirement of 7,200 sf lot sizes. They replied the request to stay at 5,500 sf lots was due to the setbacks of each mobile home to the lot. Whether it is side by side or home to home these setbacks were required. This lot size would not hinder anything. Culver stated that a PD is give and take. She asked where the give was in their proposal. They indicated screening buffer of 40 feet with a 6 foot masonry wall along the frontage of County Line road and the addition of a 6 foot masonry screening wall on the northwest side of the development fronting along Vinson Road over the length of the Manufactured Housing area was the give. Culver stated that not attending the Planning and Zoning meeting indicated that the developer was not that interested in gaining approval. She stated again that she saw no give in the proposal. She noted the Neighborhood Services portion of the proposal was too small and needed to be expanded. Councilman Forrester concurred.

Ollie reported that there was not a need for communication at the Commissioner's meeting because the development was denied. Had they approved, some discussion would have taken place. Councilwoman Culver suggested the developer come to the Commissioners and Council with amenities that offset the lower lot sizes. She stated that in this proposal there were no amenities. They replied during the Commissions' meeting they were not asked to add anything to the proposal and with the existing development as 5,500 sf, there was plenty of space in between the homes. They mentioned the normal average lot size for other communities was only 4,300 sf; the 5,500 is actually larger than the average.

Councilman Dahl asked Ollie if this proposal went back to the P & Z Commission with the explanation of the changes made in 2005, would their recommendation be different. Ollie stated that it was a question that arose during discussion that was not answered but whether the outcome would change she did not know. He also asked why the change was made to 7,200 sf when no one is developing at that requirement. He requested the proposal go back to Planning and Zoning. Mayor Hogue stated that the Council would have to vote and since the P & Z denied, sending it back would give the message that Council wished them to change their vote. He stated the applicants could reapply if denied.

Councilman Wallis asked the developers what amenities they provided for young children. They responded with a list of amenities: splash pads, BBQ parties, and playgrounds, to name a few.

Councilwoman Arrington asked why the 5,500 sf Mobile Home Park was removed from the Ordinance. Ollie replied that in her opinion when the Planning Commission went to larger residential lots of 10,000 sf and acre lots the category for Mobile Home Parks was removed, leaving the larger lot size. I don't think a lot of thought was given to the Manufactured Subdivision, since there were none established in this category.

Public Hearing

Mayor Hogue opened the public hearings on ZC 2017-06 at 7:20 p.m. asking anyone wishing to address Council to come forward.

No citizens were present wishing to address Council.

Mayor Hogue closed the public hearing at 7:21 p.m.

Council Action

A motion was made by Councilwoman Culver, seconded by Councilman Forrester to **DENY** a change in zoning from Manufactured Housing (MH) and Neighborhood Services (NS) to a Planned Development (PD 2017-06) to allow for a Manufactured Housing Residential Development and a Retail Development on 30.58 acres of land located northeast from the intersection of Vinson Road and Allen Road. 2017-06. A vote was taken and the motion passed 4-2 with Mayor Hogue, Councilwoman Culver, Councilman Forrester, and Councilwoman Arrington voting for Denial and Councilman Wallis and Councilman Dahl voting against denial, with Mayor pro tem Stephens absent.

Mayor Hogue convened into a work session at 7:25 p.m.

WORK SESSION

- **Discuss the status of the hail storm repairs.** (*C. Holsted, Asst. City Manager*)

Assistant City Manager Holsted addressed Council stating that after the last Council Work Session, staff contacted the owners of the Millennium Tile and were told that the life span of the tiles was 50 years. He indicated after review of the tiles, only aesthetic damage was done to the tile, no structural damage was seen. He noted that over the first 25 years there would be some fading to the tiles which would make matching replacements more difficult. He reported there were some replacement tiles on hand should something happen to a portion of the tiles.

He asked for direction regarding replacing the tiles or using the insurance funds less the depreciation for the Public Safety Building repairs.

Councilman Dahl had some concern with not replacing them with the longevity of the tiles and the short amount of time since they were installed.

Direction from Council was to move forward with using the insurance funds for the Public Safety Building and leaving the tiles as they currently are.

RECONVENE INTO REGULAR SESSION

Mayor Hogue reconvened into Regular Session at 7:28 p.m.

Mayor Hogue convened into Executive Session at 7:30 p.m. reading the caption below.

EXECUTIVE SESSION

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

§§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).

- **Discuss the offer of incentives for Project 2017-8a.**

RECONVENE INTO OPEN SESSION

Take any action as a result from Executive Session.

Mayor Hogue reconvened into Open Session at 8:15 p.m.

No action was taken as a result of Executive Session.

ADJOURNMENT

A motion was made by Councilwoman Culver, seconded Councilman Dahl to adjourn the meeting at 8:21 p.m. A vote was taken and the motion passed 6-0 with Mayor pro tem Stephens absent.

Eric Hogue, Mayor

ATTEST:

Carole Ehrlich, City Secretary



Wylie City Council

AGENDA REPORT

Meeting Date: October 10, 2017
Department: City Secretary
Prepared By: Carole Ehrlich
Date Prepared: August 21, 2017

Item Number: B
(City Secretary's Use Only)
Account Code: _____
Budgeted Amount: _____
Exhibits: Ordinance & Calendar

Subject

Consider and act upon, Ordinance No. 2017-28 setting the time and place for all regular City Council Meetings in the 2018 calendar year.

Recommendation

A motion to approve, Ordinance No. 2017-28 setting the time for 6:00 p.m. and place for all regular City Council Meetings in the 2018 calendar year.

Discussion

The City of Wylie Home Rule Charter in Article III, Section 9 states that the City Council shall hold at least one regular meeting each month and as many additional meetings as it deems necessary to transact the business of the City. The City Council shall fix, by ordinance, the date and time of the regular meetings. Special meetings of the City Council shall be held on the call of the mayor or a majority of the City Council members.

By this Ordinance, the dates and times of all regular meetings in 2018 will be set. During the months of November and December one meeting per month has been scheduled due to the holidays. Upon request of the Council, special called meetings and work sessions can be scheduled at any times designated by the City Council and posted in accordance with the Texas Open Meetings Act.

ORDINANCE NO. 2017-28

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WYLIE, TEXAS, HEREBY SETTING THE REGULAR CITY COUNCIL MEETING DATES FOR CALENDAR YEAR 2018 FOR THE CITY OF WYLIE, TEXAS; PROVIDING FOR SAVINGS, REPEALING AND SEVERANCE CLAUSES; AND PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE.

WHEREAS, the City Council normally meets on the 2nd and 4th Tuesday of each month; and

WHEREAS, the City Charter requires the City Council to meet at least once each month; and

WHEREAS, many citizens, City employees and elected officials take vacations or are unavailable during the holidays; and

WHEREAS, the City Council finds it will be beneficial and in the best interests of the public to set forth its regular meeting dates for the calendar year 2018.

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

SECTION 2: The City Council of the City of Wylie, Texas, hereby determines that regular meetings will be held on the 2nd and 4th Tuesdays for the first ten months of 2018 (January through October) and on the 2nd Tuesday in November and December, 2018, which shall be on the following dates:

January 9 and 23, 2018	July 10 and 24, 2018
February 13 and 27, 2018	August 14 and 28, 2018
March 13 and 27, 2018	September 11 and 25, 2018
April 10 and 24, 2018	October 9 and 23, 2018
May 8 and 22, 2018	November 13, 2018
June 12 and 26, 2018	December 11, 2018

SECTION 3: Nothing herein shall prohibit the City Council from canceling or changing the regular meeting dates established herein or from holding special or other meetings as allowed by law.

SECTION 4: The City Council's regular meetings shall generally begin at 6:00 p.m. and are usually held at 300 Country Club Road, Building #100, Wylie, Texas in the City Council meeting chambers in City Hall; however the exact time and location for each meeting shall be posted in accordance with the Texas Open Meetings Act.

SECTION 5: Savings/ Repealing Clause. All provisions of any ordinance in conflict with this ordinance are hereby repealed; but such repeal shall not abate any pending prosecution for violation of the repealed Ordinance, nor shall the repeal prevent prosecution from being commenced for any violation if occurring prior to the repeal of the Ordinance. Any remaining portions of conflicting ordinances shall remain in full force and effect.

SECTION 6: Severability. Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. Wylie hereby declares that it would have passed this Ordinance, and each section, subsection, sentence, clause, or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION 7: Effective Date. This Ordinance shall become effective immediately upon its passage.

DULY PASSED AND APPROVED by the City Council of the City of Wylie, Texas, on this the 10th day of October, 2017.

Eric Hogue, Mayor

ATTEST TO:

Carole Ehrlich, City Secretary

2018 Wylie City Council Yearly Calendar

January

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

February

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25	26	27	28			

March

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April

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29	30					

May

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20	21	22	23	24	25	26
27	28	29	30	31		

June

S	M	T	W	T	F	S
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3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

July

S	M	T	W	T	F	S
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8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

August

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			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

September

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9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

October

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

November

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

December

S	M	T	W	T	F	S
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2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

2018 Council Dates



Wylie City Council

AGENDA REPORT

Meeting Date: October 10, 2017
Department: WEDC
Prepared By: Angel Wygant
Date Prepared: September 22, 2017

Item Number: C
(City Secretary's Use Only)
Account Code: _____
Budgeted Amount: _____
Exhibits: 1

Subject

Consider and place on file, the monthly Revenue and Expenditure Report for the Wylie Economic Development Corporation as of August 31, 2017.

Recommendation

Motion to approve, the monthly Revenue and Expenditure Report for the Wylie Economic Development Corporation as of August 31, 2017.

Discussion

The Wylie Economic Development Corporation (WEDC) Board of Directors approved the attached financials on September 20, 2017.

Wylie Economic Development Corporation
Statement of Net Position
As of August 31, 2017

Assets

Cash and cash equivalents	\$	939,526.84	
Receivables	\$	426,781.06	Note 1
Inventories	\$	8,329,085.50	
Prepaid Items	\$	-	
Total Assets	\$	<u>9,695,393.40</u>	

Deferred Outflows of Resources

Pensions	\$	<u>66,481.55</u>
Total deferred outflows of resources	\$	<u>66,481.55</u>

Liabilities

Accounts Payable and other current liabilities	\$	111,053.40	
Unearned Revenue	\$	217,114.40	Note 2
Non current liabilities:			
Due within one year	\$	636,754.06	Note 3
Due in more than one year	\$	<u>3,976,099.86</u>	
Total Liabilities	\$	<u>4,941,021.72</u>	

Deferred Inflows of Resources

Pensions	\$	<u>2,839.41</u>
Total deferred inflows of resources	\$	<u>2,839.41</u>

Net Position

Net investment in capital assets	\$	-
Unrestricted	\$	<u>4,818,013.82</u>
Total Net Position	\$	<u>4,818,013.82</u>

Note 1: Includes incentives in the form of forgivable loans for \$371,666.66

Note 2: Wylie Ice Cream loan payments; Exco amortization; deposits from rental property

Note 3: Liabilities due within one year includes compensated absences of \$57,489.00

Note 4: The WEDC provides monetary incentives to companies to relocate/expand within the City of Wylie. At August 31, 2017, these commitments totaled \$460,000.00

BALANCE SHEET

AS OF: AUGUST 31ST, 2017

111-WYLIE ECONOMIC DEVEL CORP

ACCOUNT#	TITLE		
ASSETS			
=====			
1000-10110	CLAIM ON CASH & CASH EQUIV	937,526.84	
1000-10115	CASH - WEDC - INWOOD	0.00	
1000-10135	ESCROW	0.00	
1000-10180	DEPOSITS	2,000.00	
1000-10198	OTHER - MISC CLEARING	0.00	
1000-10341	TEXPOOL	0.00	
1000-10343	LOGIC	0.00	
1000-10481	INTEREST RECEIVABLE	0.00	
1000-11511	ACCTS REC - MISC	0.00	
1000-11517	ACCTS REC - SALES TAX	0.00	
1000-12810	LEASE PAYMENTS RECEIVABLE	0.00	
1000-12950	LOAN PROCEEDS RECEIVABLE	0.00	
1000-12996	LOAN RECEIVABLE	55,114.40	
1000-12997	ACCTS REC - JTM TECH	0.00	
1000-12998	ACCTS REC - FORGIVEABLE LOANS	371,666.66	
1000-14112	INVENTORY - MATERIAL/ SUPPLY	0.00	
1000-14116	INVENTORY - LAND & BUILDINGS	8,329,085.50	
1000-14118	INVENTORY - BAYCO/ SANDEN BLVD	0.00	
1000-14310	PREPAID EXPENSES - MISC	0.00	
1000-14410	DEFERRED OUTFLOWS	460,000.00	
			10,155,393.40

TOTAL ASSETS			10,155,393.40

LIABILITIES			
=====			
2000-20110	FEDERAL INCOME TAX PAYABLE	0.00	
2000-20111	MEDICARE PAYABLE	0.00	
2000-20112	CHILD SUPPORT PAYABLE	0.00	
2000-20113	CREDIT UNION PAYABLE	0.00	
2000-20114	IRS LEVY PAYABLE	0.00	
2000-20115	NATIONWIDE DEFERRED COMP	0.00	
2000-20116	HEALTH INSUR PAY-EMPLOYEE (0.21)	
2000-20117	TMRS PAYABLE	0.00	
2000-20118	ROTH IRA PAYABLE	0.00	
2000-20119	WORKERS COMP PAYABLE	0.00	
2000-20120	FICA PAYABLE	0.00	
2000-20121	TEC PAYABLE	0.00	
2000-20122	STUDENT LOAN LEVY PAYABLE	0.00	
2000-20123	ALIMONY PAYABLE	0.00	
2000-20124	BANKRUPTCY PAYABLE	0.00	
2000-20125	VALIC DEFERRED COMP	0.00	
2000-20126	ICMA PAYABLE	0.00	
2000-20127	EMP. LEGAL SERVICES PAYABLE	0.00	
2000-20130	FLEXIBLE SPENDING ACCOUNT	1,000.00	
2000-20131	EDWARD JONES DEFERRED COMP	0.00	
2000-20132	EMP CARE FLITE	12.00	
2000-20151	ACCRUED WAGES PAYABLE	0.00	
2000-20180	ADDIT EMPLOYEE INSUR PAY	0.00	
2000-20199	MISC PAYROLL PAYABLE	0.00	

111-WYLIE ECONOMIC DEVEL CORP

ACCOUNT#	TITLE		
2000-20201	AP PENDING	4,775.88	
2000-20210	ACCOUNTS PAYABLE	105,265.73	
2000-20530	PROPERTY TAXES PAYABLE	0.00	
2000-20540	NOTES PAYABLE	460,000.00	
2000-20810	DUE TO GENERAL FUND	0.00	
2000-22270	DEFERRED INFLOW	211,114.40	
2000-22275	DEF INFLOW - LEASE PRINCIPAL	0.00	
2000-22280	DEFERRED INFLOW - LEASE INT	0.00	
2000-22915	RENTAL DEPOSITS	6,000.00	
	TOTAL LIABILITIES		788,167.80
EQUITY			
3000-34110	FUND BALANCE - RESERVED	0.00	
3000-34590	FUND BALANCE-UNRESERV/UNDESIG	8,229,357.46	
	TOTAL BEGINNING EQUITY	8,229,357.46	
	TOTAL REVENUE	5,018,413.83	
	TOTAL EXPENSES	3,880,545.69	
	REVENUE OVER/(UNDER) EXPENSES	1,137,868.14	
	TOTAL EQUITY & OVER/(UNDER)		9,367,225.60
	TOTAL LIABILITIES, EQUITY & OVER/(UNDER)		10,155,393.40

922-GEN LONG TERM DEBT (WEDC)

ACCOUNT#	TITLE		
ASSETS			
=====			
1000-10312	GOVERNMENT NOTES	0.00	
1000-18110	LOAN - WEDC	0.00	
1000-18120	LOAN - BIRMINGHAM	0.00	
1000-18210	AMOUNT TO BE PROVIDED	0.00	
1000-18220	BIRMINGHAM LOAN	0.00	
1000-19050	DEF OUTFLOW - CONTRIBUTIONS	27,922.29	
1000-19075	DEF OUTFLOW - INVESTMENT EXP	34,333.48	
1000-19100	DEF OUTFLOW - ACT EXP/ASSUMP	4,225.78	
1000-19125	(GAIN)/LOSS ON ASSUMPTION CHG(2,839.41)	
			63,642.14
TOTAL ASSETS			63,642.14
=====			
LIABILITIES			
=====			
2000-20310	COMPENSATED ABSENCES PAYABLE	84,693.61	
2000-20311	COMP ABSENCES PAYABLE-CURRENT	0.00	
2000-21410	ACCRUED INTEREST PAYABLE	4,630.85	
2000-28205	WEDC LOANS/CURRENT	574,634.21	
2000-28220	BIRMINGHAM LOAN	0.00	
2000-28230	INWOOD LOAN	0.00	
2000-28232	ANB LOAN/EDGE	0.00	
2000-28233	ANB LOAN/PEDDICORD WHITE	552,873.65	
2000-28234	ANB LOAN/RANDACK HUGHES	20,995.75	
2000-28235	ANB LOAN	0.00	
2000-28236	ANB CONSTRUCTION LOAN	0.00	
2000-28237	ANB LOAN/ WOODBRIDGE PARKWAY	548,207.60	
2000-28238	ANB LOAN/BUCHANAN	162,440.60	
2000-28239	ANB LOAN/JONES:HOBART PAYOFF	193,693.04	
2000-28240	HUGHES LOAN	0.00	
2000-28245	ANB LOAN/DALLAS WHIRLPOOL	2,000,000.00	
2000-28247	JARRARD LOAN	281,872.44	
2000-28250	CITY OF WYLIE LOAN	0.00	
2000-28260	PRIME KUTS LOAN	0.00	
2000-28270	BOWLAND/ANDERSON LOAN	0.00	
2000-28280	CAPITAL ONE CAZAD LOAN	0.00	
2000-28290	HOBART/COMMERCE LOAN	0.00	
2000-29150	NET PENSION LIABILITY	188,812.17	
TOTAL LIABILITIES			4,612,853.92
=====			
EQUITY			
=====			
3000-34590	FUND BALANCE-UNRESERV/UNDESIG(3,736,029.50)	
3000-35900	UNRESTRICTED NET POSITION	(114,969.00)	
TOTAL BEGINNING EQUITY			(3,850,998.50)
TOTAL REVENUE			(2,300,000.00)
TOTAL EXPENSES			(1,601,786.72)

CITY OF WYLIE
BALANCE SHEET
AS OF: AUGUST 31ST, 2017

922-GEN LONG TERM DEBT (WEDC)

ACCOUNT# TITLE

REVENUE OVER/(UNDER) EXPENSES (698,213.28)

TOTAL EQUITY & OVER/(UNDER) (4,549,211.78)

TOTAL LIABILITIES, EQUITY & OVER/(UNDER) 63,642.14

CITY OF WYLIE
 REVENUE AND EXPENSE REPORT - (UNAUDITED)
 AS OF: AUGUST 31ST, 2017

111-WYLIE ECONOMIC DEVEL CORP
 FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
TAXES	2,696,642.00	261,572.71	0.00	1,953,036.69	0.00	743,605.31	72.42
INTERGOVERNMENTAL REV.	0.00	0.00	0.00	0.00	0.00	0.00	0.00
INTEREST INCOME	14,388.00	1,421.56	0.00	16,272.98	0.00	(1,884.98)	113.10
MISCELLANEOUS INCOME	1,580,058.00	9,900.00	0.00	749,104.16	0.00	830,953.84	47.41
OTHER FINANCING SOURCES	0.00	0.00	0.00	2,300,000.00	0.00	(2,300,000.00)	0.00
TOTAL REVENUES	4,291,088.00	272,894.27	0.00	5,018,413.83	0.00	(727,325.83)	116.95
<u>EXPENDITURE SUMMARY</u>							
DEVELOPMENT CORP-WEDC	5,283,711.00	163,460.77	0.00	3,880,545.69	4,535.00	1,398,630.31	73.53
TOTAL EXPENDITURES	5,283,711.00	163,460.77	0.00	3,880,545.69	4,535.00	1,398,630.31	73.53
REVENUE OVER/(UNDER) EXPENDITURES	(992,623.00)	109,433.50	0.00	1,137,868.14	(4,535.00)	(2,125,956.14)	114.18-

CITY OF WYLIE
 REVENUE AND EXPENSE REPORT - (UNAUDITED)
 AS OF: AUGUST 31ST, 2017

111-WYLIE ECONOMIC DEVEL CORP
 DEVELOPMENT CORP-WEDC
 DEPARTMENTAL EXPENDITURES

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>PERSONNEL SERVICES</u>							
5611-51110 SALARIES	278,413.00	20,660.52	0.00	242,397.43	0.00	36,015.57	87.06
5611-51130 OVERTIME	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5611-51140 LONGEVITY PAY	1,168.00	0.00	0.00	1,168.00	0.00	0.00	100.00
5611-51145 SICK LEAVE BUYBACK	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5611-51160 CERTIFICATION INCENTIVE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5611-51170 PARAMEDIC INCENTIVE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5611-51210 CAR ALLOWANCE	12,433.00	969.26	0.00	10,978.85	0.00	1,454.15	88.30
5611-51220 PHONE ALLOWANCE	4,656.00	100.00	0.00	4,756.00	0.00	100.00	102.15
5611-51230 CLOTHING ALLOWANCE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5611-51260 MOVING ALLOWANCE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5611-51310 TMRS	43,047.00	3,261.78	0.00	38,149.74	0.00	4,897.26	88.62
5611-51410 HOSPITAL & LIFE INSURANCE	33,951.00	2,850.12	0.00	31,100.84	0.00	2,850.16	91.61
5611-51415 EXECUTIVE HEALTH PLAN	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5611-51420 LONG-TERM DISABILITY	960.00	80.47	0.00	951.80	0.00	8.20	99.15
5611-51440 FICA	14,577.00	1,282.86	0.00	12,666.58	0.00	1,910.42	86.89
5611-51450 MEDICARE	4,011.00	300.02	0.00	3,563.81	0.00	447.19	88.85
5611-51470 WORKERS COMP PREMIUM	596.00	0.00	0.00	495.36	0.00	100.64	83.11
5611-51480 UNEMPLOYMENT COMP (TWC)	810.00	0.00	0.00	27.00	0.00	783.00	3.33
TOTAL PERSONNEL SERVICES	394,622.00	29,505.03	0.00	346,255.41	0.00	48,366.59	87.74
<u>SUPPLIES</u>							
5611-52010 OFFICE SUPPLIES	5,500.00	156.82	0.00	1,498.77	0.00	4,001.23	27.25
5611-52040 POSTAGE & FREIGHT	980.00	0.00	0.00	26.69	0.00	953.31	2.72
5611-52130 TOOLS/ EQUIP (NON-CAPITAL)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5611-52810 FOOD SUPPLIES	2,250.00	403.37	0.00	1,473.76	0.00	776.24	65.50
5611-52990 OTHER	5,000.00	0.00	0.00	0.00	0.00	5,000.00	0.00
TOTAL SUPPLIES	13,730.00	560.19	0.00	2,999.22	0.00	10,730.78	21.84
<u>MATERIALS FOR MAINTENANC</u>							
5611-54630 TOOLS & EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5611-54810 COMPUTER HARD/SOFTWARE	3,000.00	0.00	0.00	2,920.66	0.00	79.34	97.36
5611-54990 OTHER	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL MATERIALS FOR MAINTENANC	3,000.00	0.00	0.00	2,920.66	0.00	79.34	97.36
<u>CONTRACTUAL SERVICES</u>							
5611-56030 INCENTIVES	1,175,281.00	8,400.00	0.00	734,088.83	0.00	441,192.17	62.46
5611-56040 SPECIAL SERVICES	381,851.00	15,352.81	0.00	248,111.38	3,335.00	130,404.62	65.85
5611-56080 ADVERTISING	144,700.00	19,305.00	0.00	55,741.00	0.00	88,959.00	38.52
5611-56090 COMMUNITY DEVELOPMENT	52,000.00	3,935.00	0.00	35,340.31	1,200.00	15,459.69	70.27
5611-56110 COMMUNICATIONS	9,350.00	504.65	0.00	8,148.23	0.00	1,201.77	87.15
5611-56180 RENTAL	29,328.00	2,444.00	0.00	29,143.42	0.00	184.58	99.37
5611-56210 TRAVEL & TRAINING	38,848.00	2,086.50	0.00	36,478.06	0.00	2,369.94	93.90
5611-56250 DUES & SUBSCRIPTIONS	21,873.00	1,115.23	0.00	17,131.86	0.00	4,741.14	78.32
5611-56310 INSURANCE	4,310.00	0.00	0.00	3,266.43	0.00	1,043.57	75.79
5611-56510 AUDIT & LEGAL SERVICES	33,010.00	700.00	0.00	28,790.49	0.00	4,219.51	87.22
5611-56570 ENGINEERING/ARCHITECTURAL	42,863.00	5,237.00	0.00	47,612.07	0.00	4,749.07	111.08
5611-56610 UTILITIES-ELECTRIC	2,400.00	422.93	0.00	1,818.41	0.00	581.59	75.77
TOTAL CONTRACTUAL SERVICES	1,935,814.00	59,503.12	0.00	1,245,670.49	4,535.00	685,608.51	64.58

CITY OF WYLIE
 REVENUE AND EXPENSE REPORT - (UNAUDITED)
 AS OF: AUGUST 31ST, 2017

111-WYLIE ECONOMIC DEVEL CORP
 DEVELOPMENT CORP-WEDC
 DEPARTMENTAL EXPENDITURES

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>DEBT SERVICE & CAP. REPL</u>							
5611-57110 DEBT SERVICE	1,910,906.00	0.00	0.00	0.00	0.00	1,910,906.00	0.00
5611-57410 PRINCIPAL PAYMENT	0.00	55,969.30	0.00	1,601,786.72	0.00	(1,601,786.72)	0.00
5611-57415 INTEREST EXPENSE	0.00	17,923.13	0.00	186,591.23	0.00	(186,591.23)	0.00
5611-57710 BAD DEBT EXPENSE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL DEBT SERVICE & CAP. REPL	1,910,906.00	73,892.43	0.00	1,788,377.95	0.00	122,528.05	93.59
<u>CAPITAL OUTLAY</u>							
5611-58110 LAND-PURCHASE PRICE	331,439.00	89,482.31	0.00	2,572,055.61	0.00	(2,240,616.61)	776.03
5611-58120 DEVELOPMENT FEES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5611-58150 LAND-BETTERMENTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5611-58210 STREETS & ALLEYS	686,700.00	0.00	0.00	490,644.68	0.00	196,055.32	71.45
5611-58410 SANITARY SEWER	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5611-58810 COMPUTER HARD/SOFTWARE	5,000.00	0.00	0.00	3,677.28	0.00	1,322.72	73.55
5611-58830 FURNITURE & FIXTURES	2,500.00	0.00	0.00	0.00	0.00	2,500.00	0.00
5611-58910 BUILDINGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5611-58995 CONTRA CAPITAL OUTLAY	0.00	(89,482.31)	0.00	(2,572,055.61)	0.00	2,572,055.61	0.00
TOTAL CAPITAL OUTLAY	1,025,639.00	0.00	0.00	494,321.96	0.00	531,317.04	48.20
<u>OTHER FINANCING (USES)</u>							
5611-59111 TRANSFER TO GENERAL FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5611-59190 TRANSFER TO THOROUGHFARE IMP	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5611-59430 TRANSFER TO CAPITAL PROJ FU	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5611-59990 PROJECT ACCOUNTING	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL OTHER FINANCING (USES)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<hr/>							
TOTAL DEVELOPMENT CORP-WEDC	5,283,711.00	163,460.77	0.00	3,880,545.69	4,535.00	1,398,630.31	73.53
<hr/>							
TOTAL EXPENDITURES	5,283,711.00	163,460.77	0.00	3,880,545.69	4,535.00	1,398,630.31	73.53
<hr/>							
REVENUE OVER (UNDER) EXPENDITURES	(992,623.00)	109,433.50	0.00	1,137,868.14	(4,535.00)	(2,125,956.14)	114.18-

*** END OF REPORT ***

Wylie Economic Development Corporation
 Balance Sheet Sub Ledger
 August 31, 2017

Notes Payable

		Date of Purchase	Payment	Beginning Bal.	Principal	Interest	Rate of Interest	Principal Balance
August 1, 2017								4,390,789.66
ANBTX - 88130968	HUGHES/RANDACK(#57 of 60)	10/23/12	10,107.00	40,876.76	9,966.26	140.74	3.99	30,910.50
ANBTX - 88130976	WOODBRIIDGE PKWY (#36 of 60)	8/15/14	13,267.93	572,647.35	11,981.91	1,286.02	2.61	560,665.44
ANBTX - 88148481	BUCHANAN (#36 of 60)	8/13/14	7,331.95	176,019.80	6,778.95	553.00	3.77	169,240.85
ANBTX - 88149711	PEDDICORD / WHITE (#32 OF 120)	12/12/14	7,382.45	563,711.50	5,409.46	1,972.99	4.20	558,302.04
ANBTX - 88158043	K&M / HOBART (#23 of 48)	9/2/15	8,745.25	217,455.58	8,020.40	724.85	4.00	209,435.18
ANBTX - 88157334	LINDUFF/EDGE (#14 of 15)	10/21/15	17,059.81	534,124.95	11,775.50	5,284.31	4.00	522,349.45
ANBTX - 88158357	DALLAS WHIRLPOOL (#9 of 60)	11/22/16	6,666.67	2,000,000.00	0.00	6,888.89	4.00	2,000,000.00
JARRARD	GRAYS AUTO (#8 OF 120)	12/1/16	3,109.15	285,953.72	2,036.82	1,072.33	4.50	283,916.90
August 31, 2017					\$55,969.30	\$17,923.13		4,334,820.36

Wylie Economic Development Corporation
Inventory Subledger
August 31, 2017

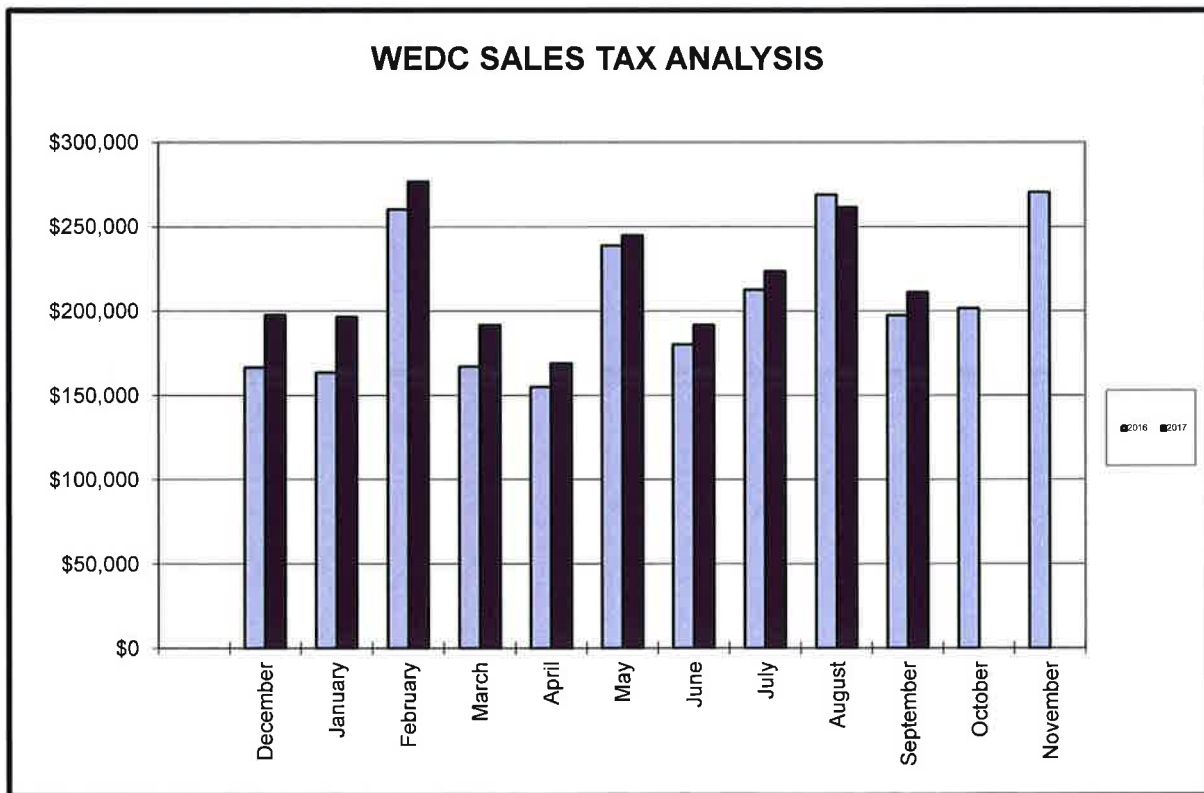
Inventory - Land

	Date of Pur.	Address	Acreage	Improvements	Cost Basis	Sub-totals
Cooper						
McMasters	7/12/05	709 Cooper	0.48	n/a	\$202,045	
Heath	12/28/05	706 Cooper	0.46	\$32,005	186,934	
Perry	9/13/06	707 Cooper	0.49	Demo	200,224	
Bowland/Anderson	10/9/07	Cooper Dr.	0.37	n/a	106,419	
KCS	8/1/08	Cooper Dr.	0.41	n/a	60,208	
Duel Products	9/7/12	704 Cooper Dr.	0.50	n/a	127,452	
Randack	10/23/12	711-713 Cooper Dr.	1.09	8,880	400,334	
Lot 2R3	7/24/14	Cooper Dr.	0.95	n/a	29,056	\$1,312,672
Industrial Ct.						
Ind Ct - Hwy 78	7/06 - 4/16	Ind Ct-Hwy 78	3.32		1,928,306	
Jarrard	12/22/16	201 Industrial Ct	0.29	32,893	300,493	2,228,799
Regency						
Regency Pk.	6/4/10	25 Steel Road	0.65	n/a	25,171	25,171
Commerce						
Hobart Investments	11/12/13	Commerce	1.60	n/a	156,820	
Hobart	1/6/14	605 Commerce	1.07	396,263	386,380	
Dallas Whirlpools	11/22/16	900-908 Kirby	4.79		2,182,080	2,725,280
Downtown						
Heath	3/17/14	104 N. Jackson	0.17	Demo	220,034	
Udoh	2/12/14	109 Marble	0.17	n/a	70,330	
Peddicord	12/12/14	108/110 Jackson	0.35	155,984	486,032	
City Lot	12/12/14	100 W. Oak St	0.35	n/a		
Jones (K&M)	9/3/15	106 N. Birmingham	0.21	42,314	190,596	
FBC Lot	6/15/16	111 N. Ballard St	0.20	n/a	150,964	
McMillan	8/24/17	105 N. Jackson	0.26	n/a	89,482	1,207,438
Alanis						
White Property (Alanis)	12/12/14	Alanis	6.63	n/a	420,336	420,336
South Ballard						
Birmingham Trust	6/3/15	505 - 607 S. Ballard	1.12	Demo	409,390	409,390
Total			25.92	\$876,959	44,974	\$8,329,086

*A Journal entry was made by auditors to adjust the cost of the Hughes land by \$4,638.79. This amount was for taxes owed and not part of land value.
 *Prime Kuts total purchase price was \$306,664.45. The distribution between 207 Industrial and R.O.W. purchased was developed by Seller for tax purposes.
 (**) Costs Basis adjusted for partial sale of property (.28 acres or 22.76% of the property at a cost basis of \$170,755.53).

WYLIE ECONOMIC DEVELOPMENT CORPORATION
SALES TAX REVENUE
FOR THE MONTH OF SEPTEMBER 2017

MONTH	WEDC 2015	WEDC 2016	WEDC 2017	DIFF 16 VS 17	% DIFF 16 VS 17
DECEMBER	\$154,719	\$166,418	\$197,808	\$31,389	18.86%
JANUARY	156,685	163,463	196,347	32,884	20.12%
FEBRUARY	241,858	260,166	276,698	16,532	6.35%
MARCH	171,741	167,082	191,648	24,566	14.70%
APRIL	134,475	154,920	168,844	13,924	8.99%
MAY	211,645	238,646	244,816	6,170	2.59%
JUNE	161,426	180,194	191,732	11,538	6.40%
JULY	159,973	212,620	223,571	10,951	5.15%
AUGUST	216,962	268,976	261,573	-7,403	-2.75%
SEPTEMBER	195,347	197,339	210,974	13,635	6.91%
OCTOBER	160,876	201,506			
NOVEMBER	226,078	270,426			
Sub-Total	\$2,191,785	\$2,481,757	\$2,164,011	\$154,186	7.67%
AUDIT ADJ					
TOTAL	\$2,191,785	\$2,481,757	\$2,164,011	\$154,186	7.67%





Wylie City Council

AGENDA REPORT

Meeting Date: October 10, 2017
Department: City Manager
Prepared By: Mindy Manson
Date Prepared: October 2, 2017

Item Number: D
(City Secretary's Use Only)

Account Code: _____

Exhibits: 380 Agreement; Agmt Summary;

Subject

Consider, and act upon, a Chapter 380 Agreement with First Texas Homes, Inc.

Recommendation

Motion of approve a Chapter 380 Agreement with First Texas Homes, Inc.

Discussion

In March of this year, the City Council approved a Chapter 380 Agreement with Bloomfield Homes as a method for sharing Bloomfield's use tax paid in connection with building materials used by Bloomfield to build new homes in Wylie. As an example of how that Agreement is now working, Bloomfield Homes' purchases of materials during the month of September was roughly \$630,000 of taxable materials for use in Wylie. With the agreement in place, Wylie now receives a portion of that sales tax. Representatives for First Texas Homes, Inc. (First Texas) have approached the City and requested approval of a similar agreement.

A Texas Direct Payment Permit (ie: use tax permit) allows a Texas taxpayer to self-assess and pay use taxes on materials purchased for use or consumption as opposed to paying sales taxes directly to suppliers based on suppliers' place of business (primarily in larger metropolitan cities). First Texas has recently applied for and received a Texas Direct Payment Permit and plans to begin paying use taxes each month directly to the Comptroller's Office based on the locations where materials are used at job sites. None of builder's current suppliers are located in Wylie so no local sales tax is being paid to Wylie at this time. Simply put, the proposed agreement sets the stage for sales taxes to be paid to Wylie on materials used in Wylie homes, rather than to the city where the materials are purchased. As an incentive to the home builder to assume these administrative responsibilities, a portion of the sales tax captured is then returned to the builder.

In order to limit administrative costs for the City, First Texas is required to pay use taxes monthly, but will request semi-annual grants based on payments received by the City from January – June, then again for the period from July – December during the 10-year term of the Agreement. This approach allows the City to verify receipt of all local use taxes received prior to payment of any grant. New local use taxes will be able to be independently verified by comparing a copy of First Texas's individual monthly use tax returns related to the City of Wylie with amounts received from the Comptroller's Office that were paid by First Texas.

First Texas will pay 100% of the system, accounting, audit defense and other ongoing administrative costs tied to paying use taxes directly to the Comptroller's Office. Since none of the upfront or ongoing tax compliance costs will be paid by the City, the Grant was requested based on 80% of Wylie's 1% General City Use Tax, and none of the incremental 1% City Use Tax (EDC / Parks & Recreation & Library Tax).

Based on these terms, the City will obtain a net amount of 1.2% of the 2% combined City / EDC / Parks & Recreation Tax, and First Texas will receive .8% of the combined 2% City tax (roughly 60% for the City and 40% for First Texas) while First Texas pays 100% of all tax compliance and audit defense costs.

The Agreement deal points are:

- a. Per state law, the City may offer economic incentives through a Chapter 380 Agreement.
- b. The City shall pay First Texas 80% of the City's one percent (1.00%) General Fund use tax generated and paid by the homebuilder during the term of the Agreement.
- c. Either party may terminate the Agreement if state or federal law renders the Agreement ineffectual or illegal.
- d. The Agreement may be terminated if First Texas suffers an Event of Bankruptcy or insolvency.

Based on First Texas's current 75 undeveloped lots in Wylie, the company anticipates each new home will generate roughly \$742 in net City / EDC / Park & Recreation tax revenues (net of Grants) and \$495 in net benefits for First Texas that will be used to recover the company's costs for use tax compliance.

**CHAPTER 380 GRANT AGREEMENT BY
AND BETWEEN THE CITY OF WYLIE, TEXAS
AND FIRST TEXAS HOMES, INC.**

This **CHAPTER 380 GRANT AGREEMENT** ("Agreement") is made by and between The City of Wylie, Texas ("City", also referred to as "Grantor") and First Texas Homes, Inc. (the "Company"), acting by and through their respective authorized officers and representatives.

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

WHEREAS, the Company will be engaged in the business of purchasing building materials for its use on construction projects within the City; and

WHEREAS, the Company has advised that it would like to partner with the City, and that a contributing factor that would induce the Company to purchase items using a Texas Direct Payment Permit and generate economic development and local use tax revenue for the City, that would otherwise not be available to the City, would be an agreement by the Grantor to provide an economic development grant to the Company; and

WHEREAS, the Company desires to purchase and use new building materials within the City that will generate additional economic development and use tax revenue for the City; and

WHEREAS, the City Council has investigated and determined that the Company meets the criteria for providing the grants (hereinafter defined), pursuant to Chapter 380, based on, among other things, the Company: (i) acquiring properties for development, and constructing improvements; (ii) adding taxable improvements to real property in the City; and (iii) creating employment opportunities for the citizens of Wylie ("Approved Project"); and

WHEREAS, the City has concluded that the Approved Project qualifies for a Grant under Chapter 380; and

WHEREAS, with the approval of this Agreement, the City hereby establishes a program authorized by Chapter 380 of the Texas Local Government Code to encourage and induce the generation of local use tax; and

WHEREAS, the Grantor has determined that making an economic development grant to the Company in accordance with this Agreement will further the objectives of the Grantor, will benefit the City and the City's inhabitants and will promote local economic development and stimulate business and commercial activity in the City;

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

ARTICLE I
DEFINITIONS

1.01 For purposes of this Agreement, each of the following terms shall have the meaning set forth herein unless the context clearly indicates otherwise:

"City" and "Grantor" shall mean The City of Wylie, Texas.

"Company" shall mean First Texas Homes, Inc.

"Commencement Date" shall mean October 1, 2017.

"Effective Date" shall mean October 1, 2017.

"Direct Payment Permit" also referred to herein as a "Texas Direct Payment Permit" shall mean that permit issued by the State of Texas authorizing Company to self-assess and pay applicable state and local use taxes directly to the State of Texas related to selected portions of Company's taxable purchases. Texas Rule 3.288 of the Texas Administrative Code defines the requirements and responsibilities of Texas Direct Payment Permit holders along with any amendments, permutations, or recodifications of such Code or Rules whether renaming such permits or otherwise modifying such provisions.

"Event of Bankruptcy or Insolvency" shall mean the dissolution or termination (other than a dissolution or termination by reason of a party merging with an affiliate) of a party's existence as a going business, insolvency, appointment of receiver for any part of a party's property and such appointment is not terminated within ninety (90) business days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against a party and in the event such proceeding is not voluntarily commenced by the party, such proceeding is not dismissed within ninety (90) business days after the filing thereof.

"Force Majeure" shall mean any delays due to strikes, riots, acts of God, shortages of labor or materials, war, terrorism, governmental approvals, laws, regulations, or restrictions, or any other cause of any kind whatsoever which is beyond the reasonable control of the party.

"Program" shall mean the economic incentive program established by the City pursuant to Chapter 380 of the Texas Local Government Code together with any amendments, permutations, or recodifications of such Code provisions whether renaming such economic incentive or other modifications thereof.

"Program Grant" shall mean the periodic payments paid by the City to the Company in accordance with Section 3 of this Agreement.

"Grant Period" shall mean consecutive six (6) month periods during the term of this Agreement, except that the first Grant Period shall begin on the Effective Date and continue through and include the last day of December 2017 following the Effective Date. For illustration purposes, assume the Effective Date is October 1, 2017 then the first Grant Period would begin on October 1, 2017 and continue through and include December 31, 2017. The next Grant Period would begin on January 1, 2018 and continue through and include June 30, 2018. The final Grant Period for the initial 10-year term of the Agreement would be from July 1, 2027 and end on September 30, 2027.

"Taxable Items" shall have the same meaning assigned by Sections 151.010 and 151.0101, TEX. TAX CODE, as amended.

"Impositions" shall mean all use taxes that may be imposed by public or governmental authority on the Company or any taxable items purchased and used by Company within the City.

"Use Tax Receipts" shall mean the Grantor's receipts from the State of Texas from the collection of one percent (1%) general City use tax imposed by the City pursuant to Chapter 321 of the Texas Tax Code, attributed to the collection of use tax by Company associated with the issuance of Company's Texas Direct Payment for Taxable Items used or consumed in the City.

"Use Tax Certificate" shall mean a certificate or other statement in a form reasonably acceptable to the Grantor setting forth the Company's collection of use tax imposed by and received by the Grantor from the State of Texas, for the use of Taxable Items by Company in the City for the applicable calendar month during a Grant Period which are to be used to determine Company's eligibility for a Grant, together with such supporting documentation required herein, and as Grantor may reasonably request.

ARTICLE II TERM

2.01 Term. The term of this Agreement shall begin on the Effective Date and continue for a ten (10) year period.

2.02 This Agreement shall remain in effect until Grantor has made the Program Grants set forth in Section 3 of the Agreement, or until otherwise terminated under the provisions of this Agreement.

2.03 This Agreement may be extended for an additional period of time on terms mutually acceptable to both parties by a written agreement executed by both parties.

ARTICLE III
ECONOMIC DEVELOPMENT GRANT

3.01 Grant. Subject to the Company's continued compliance of all the terms and conditions of this Agreement, the Grantor agrees to provide Company with an economic development grant from lawful available funds payable as provided herein in an amount equal to 80% of the Use Tax Receipts, as previously defined herein (the "Grant"). The Grant will be paid semi-annually at the end of June and the end of December with the potential exception of the final Grant Period during the ten (10) year period following the execution of the Agreement, commencing October 1, 2017. The Grant will never include any monies the Company pays or owes to the State of Texas for any penalties for late payments, failures to report in a timely manner, and the like, related to the Use Tax Receipts.

3.02 Grant Payment. Grantor shall pay the Grant for the applicable Grant Period within forty-five (45) days after receipt of a Use Tax Certificate from Company following the end of each Grant Period, pursuant to Section 4.01. Company shall submit Use Tax Certificates to Grantor within thirty (30) days following the end of the applicable Grant Period, beginning with the first Grant Period. For illustration purposes, assume the first Grant Period begins on October 1, 2017 and continues through and includes December 31, 2017. Company would submit a Use Tax Certificate to Grantor for the first Grant Period by January 30, 2018 and Grantor would pay the first Grant within forty-five (45) days after receipt of the Use Tax Certificate. Further assume that the Use Tax Receipts for the first Grant Period equal Five Thousand Dollars (\$5,000.00), then the amount of the first Grant would be Four Thousand Dollars (\$4,000.00).

3.03 Amended Returns and Audits. In the event the Company files an amended use tax return, or report, or if additional use tax is due and owing, as a result of an audit conducted by the State of Texas that increases the Use Tax Receipts for a previous period covered within the term of this agreement, the Grant payment for the Grant Period immediately following such State approved amendment shall be adjusted accordingly, provided the Grantor must have received the Use Tax Receipts attributed to such adjustment. As a condition precedent to payment of such adjustment, Company shall provide Grantor with a copy of such amended use tax report, tax return or audit adjustment, and the approval thereof by the State of Texas.

3.04 Refunds. In the event the State of Texas determines that the City erroneously received Use Tax Receipts, or that the amount of use tax paid to the City exceeds the correct amount of use tax for a previous Grant paid to the Company, the Company shall, within thirty (30) days after receipt of notification thereof from the City specifying the amount by which such Grant exceeded the amount to which the Company was entitled pursuant to such State of Texas determination, pay such amount to the Grantor. The Grantor may at its option adjust the Grant payment for the Grant Period immediately following such State of Texas determination to deduct there from the amount of the overpayment. As a condition precedent to payment of such refund, the City shall provide Company with a copy of such determination by the State of Texas.

ARTICLE IV
DOCUMENTATION SUPPORTING THE ECONOMIC DEVELOPMENT GRANT

The conditions contained in this Article IV are conditions precedent to the Grantor's obligation to make any Grant payment.

4.01 Use Tax Certificate. During the term of this Agreement, the Company shall within thirty (30) days after the end of each Grant Period, provide the Grantor with a Use Tax Certificate relating to Use Tax Receipts paid during the Grant Period. The Grantor shall have no duty to calculate the Use Tax Receipts or determine Company's entitlement to any Grant for a Grant Period, or pay any Grant during the term of this Agreement until such time as Company has provided the Grantor a Use Tax Certificate for such Grant Period and the Grantor has received the actual Use Tax Receipts from the State of Texas attributable to such calendar months within the Grant Period. Company shall provide such additional documentation as may be reasonably requested by Grantor to evidence, support and establish the use tax paid directly to the State of Texas pursuant to Company's Direct Payment Permit. The Use Tax Certificate for each Grant Period shall at a minimum contain, include or be accompanied by the following:

- a. A copy of all Texas Direct Payment Permit and self-assessment use tax returns and reports during the applicable Grant Period, use tax audit assessments or credits, including amended use tax returns or reports, filed by the Company during the Grant Period showing use tax paid directly to the State of Texas related to Company's operations for the Grant Period; and
- b. Information concerning any refund or credit received by the Company of use tax paid by the Company which has previously been reported by the Company as use tax paid for a previous Grant Period within the term of this agreement.

Company will provide to Grantor the Use Tax Certificates from time to time pursuant to the terms of the Agreement, which are confidential ("Confidential Information") and, except as otherwise provided herein, may not be disclosed to a third party without the Company's consent. To the extent that any disclosure of the Confidential Information may be required by law, Grantor will use reasonable efforts to inform Company of the request in sufficient time for Company to assert any objection it may have to such disclosure to an appropriate judicial or administrative body.

4.02 Grantor must have received a Use Tax Certificate for the months within the Grant Period for which payment of a Grant is requested, and Grantor must have received the actual Use Tax Receipts for all calendar months within the Grant Period.

4.03 The Company intends to issue its Texas Direct Payment Permit to specific suppliers or vendors that provide large quantities of building materials or other tangible personal property.

4.04 The Company shall provide the Grantor with a true and correct copy of its Texas Direct Payment Permit, which permit shall be kept in full force and effect throughout the term of the Agreement.

4.05 Company or the City shall not have an uncured material breach or default of this Agreement.

ARTICLE V TERMINATION

5.01 This Agreement may be terminated upon any one of the following:

- (a) by mutual written agreement of the parties;
- (b) by Grantor or Company, respectively, if the other party defaults or breaches any of the terms or conditions of this Agreement in any material respect and such default or breach is not cured within thirty (30) days after written notice thereof by the Grantor or Company, as the case may be;
- (c) by Grantor, if any Impositions owed to the Grantor or the State of Texas by Company shall have become delinquent (provided, however, Company retains the right to timely and properly protest and contest any such Impositions);
- (d) by Grantor, if Company suffers an Event of Bankruptcy or Insolvency;
- (e) by Grantor or Company, respectively, if any subsequent Federal or State legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable; or
- (f) by Company, if the City does not pay the applicable Grant amount within 45 days of receipt of the Use Tax Receipts as required herein covered by a valid Use Tax Certificate issued by Company or fails to cure this breach within an additional 30 days and so long as the Company is not in default, or;
- (g) expiration of the term, or any subsequent renewal of the term.

The rights, responsibilities and liabilities of the parties under this Agreement shall be extinguished upon the termination of this Agreement except for any rights, responsibilities and/or liabilities that accrued prior to such termination.

ARTICLE VI
MISCELLANEOUS

6.01 Binding Agreement. The terms and conditions of this Agreement are binding upon the parties to this agreement and their respective successors and permitted assigns. This Agreement may not be assigned without the express written consent of Grantor, which consent shall not be unreasonably withheld or delayed.

6.02 Limitation on Liability. It is understood and agreed between the parties that the Company and Grantor, in satisfying the conditions of this Agreement, have acted independently, and Grantor assumes no responsibilities or liabilities to third parties in connection with these actions. The Company agrees to indemnify and hold harmless the Grantor from all such claims, suits, and causes of actions, liabilities and expenses, including reasonable attorney's fees, of any nature whatsoever by a third party arising out of the Company's performance of the conditions under this Agreement.

6.03 No Joint Venture. It is acknowledged and agreed by the parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture between the parties.

6.04 Authorization. Each party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement.

6.05 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the party at the address set forth below (or such other address as such party may subsequently designate in writing) or on the day actually received if sent by courier or otherwise hand delivered sent via fax.

If intended for City, to:

Attn: Mindy Manson
Wylie City Manager
300 Country Club Rd.
Wylie, TX 75098

With a copy to:

Attn:

If intended for the Company:

Attn: Kristy Murday
Controller
First Texas Homes, Inc.
500 Crescent Court, Suite 350
Dallas, TX 75201

With a copy to:

Attn: John D. Sloan, Jr.
Sloan Matney, LLP
Two Turtle Creek
3838 Oak Lawn, Suite 1200
Dallas, TX 75219

6.06 Entire Agreement. This Agreement is the entire Agreement between the parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written Agreement between the parties that in any manner relates to the subject matter of this Agreement.

6.07 Governing Law. The laws of the State of Texas shall govern the Agreement; and this Agreement is fully performable in Wylie, Collin County, Texas with exclusive venue for any action concerning this Agreement being in a court of competent jurisdiction in Collin County, Texas.

6.08 Amendment. This Agreement may only be amended by the mutual written agreement of the parties.

6.09 Legal Construction. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

6.10 Recitals. The recitals to this Agreement are incorporated herein.

6.11 Counterparts. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument and any such counterparts shall be deemed to be incorporated herein.

6.12 Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the parties, as well as any rights and benefits of the parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

6.13 Sovereign Immunity. The parties agree that the City has not waived its sovereign immunity by entering into and performing its obligations under this Agreement.

6.14 Dispute Resolution. Any controversy or claim arising from or relating to this Agreement, or a breach thereof shall be subject to non-binding mediation, as a condition precedent to the institution of legal or equitable proceedings by any party unless the institution of such legal or equitable proceeding is necessary to avoid the running of an applicable statute of limitation. The parties shall endeavor to resolve their claims by mediation. Grantor and Company shall share the costs of mediation equally. The mediation shall be held in Wylie, Texas, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

[SIGNATURE PAGES FOLLOW]

EXECUTED as of the ____ day of _____, 2017.

THE CITY OF WYLIE, TEXAS

By: _____
Mindy Manson, City Manager

ATTEST:

City Secretary

By: _____

EXECUTED as of the ____ day of _____, 2017.

By: First Texas Homes, Inc.
a Texas corporation

By: _____
Name: Kristy Murday
Title: Controller

ACKNOWLEDGMENTS

STATE OF TEXAS §
CITY OF WYLIE §

This instrument was acknowledged before me on the _____ day of _____, 2017 by Mindy Manson, City Manager of The City of Wylie, Texas, on behalf of said city.

Name: _____

Notary Public, State of Texas

My commission expires: _____

STATE OF TEXAS §
CITY OF DALLAS §

This instrument was acknowledged before me on the _____ day of _____, 2017 by Kristy Murday, Controller of First Texas Homes, Inc., a Texas corporation, on behalf of said company.

Name: _____

Notary Public - State of Texas

My commission expires: _____

First Texas Homes Chapter 380 Agreement Summary					
City Name		Wylie			
City Rate		2.00%			
City Code		2043116			
Contact Name		Mindy Manson			
Contact Title		City Manager			
Street Address		300 Country Club Rd.			
City, State, Zip Code		Wylie, TX 75098			
Phone Number		(972) 516-6010			
Email Address		citymgr@wylietetexas.gov			
Contact Name		Linda Bantz			
Contact Title		Director of Finance			
Contact Phone Number		(972) 516-6120			
Contact Email		finance@wylietetexas.gov			
Contact Name		Sam Satterwhite			
Contact Title		Dir. of Econ. Development			
Contact Phone Number		972-442-7901			
Contact Email		sam@wylieedc.com			
Est. # of Undeveloped Lots		75			
Ave Sales Price - 2015 YTD		\$350,000.00			
Direct Materials (15% of home sales)		17.68%			
Ave Dir Mat Purch / House (today)		\$61,880.00			
Ave Local City Sales Tax/ House		\$1,237.60			
Ave Sales Tax Grant / House		\$495.04			
Ave Sales Tax Rcvd City / House		\$742.56			
Agreement Term / Length		10 years			
Grant Amount / Percentage of 1% City Sales Tax for Future Direct Payment Permit Purchases		80% of 1%			
Estimated Benefits for the Agreement - FTH	0.8% Total	FTH Est Sav - Thru Buildout			
Existing Undev. Lots / Current Mat. Prices		\$37,128.00			
Existing Undev. Lots/Mat. Price Incr 5% Annually		\$47,362.33			
Existing Undev. Lots/Mat. Price Incr 8% Annually		\$55,673.44			
Estimated Benefits for the Agreement - City	1.2% Total	City Est Sav - Thru Buildout	.2% Gen. City Tax	.5% Econ. Dev. Tax	.5% Parks, Rec & Library Tax
Existing Undev. Lots / Current Mat. Prices		\$55,692.00	\$9,282.00	\$23,205.00	\$23,205.00
Existing Undev. Lots/Mat. Price Incr 5% Annually		\$71,043.50	\$11,840.58	\$29,601.46	\$29,601.46
Existing Undev. Lots/Mat. Price Incr 8% Annually		\$83,510.15	\$13,918.36	\$34,795.90	\$34,795.90

Note: Based on NO future undeveloped lot purchases/development during 10-year 380 Agreement (ie: most conservative)



Wylie City Council

AGENDA REPORT

Meeting Date: October 10, 2017
Department: City Manager
Prepared By: Mindy Manson
Date Prepared: October 2, 2017

Item Number: E
(City Secretary's Use Only)

Account Code: _____

Exhibits: 380 Agreement; Agmt Summary;

Subject

Consider, and act upon, a Chapter 380 Agreement with Horizon Homes, LLC.

Recommendation

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Horizon will pay 100% of the system, accounting, audit defense and other ongoing administrative costs tied to paying use taxes directly to the Comptroller's Office. Since none of the upfront or ongoing tax compliance costs will be paid by the City, the Grant was requested based on 80% of Wylie's 1% General City Use Tax, and none of the incremental 1% City Use Tax (EDC / Parks & Recreation & Library Tax).

Based on these terms, the City will obtain a net amount of 1.2% of the 2% combined City / EDC / Parks & Recreation Tax, and Horizon will receive .8% of the combined 2% City tax (roughly 60% for the City and 40% for Horizon) while Horizon pays 100% of all tax compliance and audit defense costs.

The Agreement deal points are:

- a. Per state law, the City may offer economic incentives through a Chapter 380 Agreement.
- b. The City shall pay Horizon 80% of the City's one percent (1.00%) General Fund use tax generated and paid by the homebuilder during the term of the Agreement.
- c. Either party may terminate the Agreement if state or federal law renders the Agreement ineffectual or illegal.
- d. The Agreement may be terminated if Horizon suffers an Event of Bankruptcy or insolvency.

Based on Horizon's current 127 undeveloped lots in Wylie, the company anticipates each new home will generate roughly \$702 in net City / EDC / Park & Recreation tax revenues (net of Grants) and \$468 in net benefits for Horizon that will be used to recover the company's costs for use tax compliance.

**CHAPTER 380 GRANT AGREEMENT BY
AND BETWEEN THE CITY OF WYLIE, TEXAS
AND HORIZON HOMES, LLC**

This **CHAPTER 380 GRANT AGREEMENT** ("Agreement") is made by and between The City of Wylie, Texas ("City", also referred to as "Grantor") and Horizon Homes, LLC (the "Company"), acting by and through their respective authorized officers and representatives.

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

WHEREAS, the Company will be engaged in the business of purchasing building materials for its use on construction projects within the City; and

WHEREAS, the Company has advised that it would like to partner with the City, and that a contributing factor that would induce the Company to purchase items using a Texas Direct Payment Permit and generate economic development and local use tax revenue for the City, that would otherwise not be available to the City, would be an agreement by the Grantor to provide an economic development grant to the Company; and

WHEREAS, the Company desires to purchase and use new building materials within the City that will generate additional economic development and use tax revenue for the City; and

WHEREAS, the City Council has investigated and determined that the Company meets the criteria for providing the grants (hereinafter defined), pursuant to Chapter 380, based on, among other things, the Company: (i) acquiring properties for development, and constructing improvements; (ii) adding taxable improvements to real property in the City; and (iii) creating employment opportunities for the citizens of Wylie ("Approved Project"); and

WHEREAS, the City has concluded that the Approved Project qualifies for a Grant under Chapter 380; and

WHEREAS, with the approval of this Agreement, the City hereby establishes a program authorized by Chapter 380 of the Texas Local Government Code to encourage and induce the generation of local use tax; and

WHEREAS, the Grantor has determined that making an economic development grant to the Company in accordance with this Agreement will further the objectives of the Grantor, will benefit the City and the City's inhabitants and will promote local economic development and stimulate business and commercial activity in the City;

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

ARTICLE I
DEFINITIONS

1.01 For purposes of this Agreement, each of the following terms shall have the meaning set forth herein unless the context clearly indicates otherwise:

"City" and "Grantor" shall mean The City of Wylie, Texas.

"Company" shall mean Horizon Homes, LLC

"Commencement Date" shall mean October 1, 2017.

"Effective Date" shall mean October 1, 2017.

"Direct Payment Permit" also referred to herein as a "Texas Direct Payment Permit" shall mean that permit issued by the State of Texas authorizing Company to self-assess and pay applicable state and local use taxes directly to the State of Texas related to selected portions of Company's taxable purchases. Texas Rule 3.288 of the Texas Administrative Code defines the requirements and responsibilities of Texas Direct Payment Permit holders along with any amendments, permutations, or recodifications of such Code or Rules whether renaming such permits or otherwise modifying such provisions.

"Event of Bankruptcy or Insolvency" shall mean the dissolution or termination (other than a dissolution or termination by reason of a party merging with an affiliate) of a party's existence as a going business, insolvency, appointment of receiver for any part of a party's property and such appointment is not terminated within ninety (90) business days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against a party and in the event such proceeding is not voluntarily commenced by the party, such proceeding is not dismissed within ninety (90) business days after the filing thereof.

"Force Majeure" shall mean any delays due to strikes, riots, acts of God, shortages of labor or materials, war, terrorism, governmental approvals, laws, regulations, or restrictions, or any other cause of any kind whatsoever which is beyond the reasonable control of the party.

"Program" shall mean the economic incentive program established by the City pursuant to Chapter 380 of the Texas Local Government Code together with any amendments, permutations, or recodifications of such Code provisions whether renaming such economic incentive or other modifications thereof.

"Program Grant" shall mean the periodic payments paid by the City to the Company in accordance with Section 3 of this Agreement.

"Grant Period" shall mean consecutive six (6) month periods during the term of this Agreement, except that the first Grant Period shall begin on the Effective Date and continue through and include the last day of December 2017 following the Effective Date. For illustration purposes, assume the Effective Date is October 1, 2017 then the first Grant Period would begin on October 1, 2017 and continue through and include December 31, 2017. The next Grant Period would begin on January 1, 2018 and continue through and include June 30, 2018. The final Grant Period for the initial 10-year term of the Agreement would be from July 1, 2027 and end on September 30, 2027.

"Taxable Items" shall have the same meaning assigned by Sections 151.010 and 151.0101, TEX. TAX CODE, as amended.

"Impositions" shall mean all use taxes that may be imposed by public or governmental authority on the Company or any taxable items purchased and used by Company within the City.

"Use Tax Receipts" shall mean the Grantor's receipts from the State of Texas from the collection of one percent (1%) general City use tax imposed by the City pursuant to Chapter 321 of the Texas Tax Code, attributed to the collection of use tax by Company associated with the issuance of Company's Texas Direct Payment for Taxable Items used or consumed in the City.

"Use Tax Certificate" shall mean a certificate or other statement in a form reasonably acceptable to the Grantor setting forth the Company's collection of use tax imposed by and received by the Grantor from the State of Texas, for the use of Taxable Items by Company in the City for the applicable calendar month during a Grant Period which are to be used to determine Company's eligibility for a Grant, together with such supporting documentation required herein, and as Grantor may reasonably request.

ARTICLE II TERM

2.01 Term. The term of this Agreement shall begin on the Effective Date and continue for a ten (10) year period.

2.02 This Agreement shall remain in effect until Grantor has made the Program Grants set forth in Section 3 of the Agreement, or until otherwise terminated under the provisions of this Agreement.

2.03 This Agreement may be extended for an additional period of time on terms mutually acceptable to both parties by a written agreement executed by both parties.

ARTICLE III
ECONOMIC DEVELOPMENT GRANT

3.01 Grant. Subject to the Company's continued compliance of all the terms and conditions of this Agreement, the Grantor agrees to provide Company with an economic development grant from lawful available funds payable as provided herein in an amount equal to 80% of the Use Tax Receipts, as previously defined herein (the "Grant"). The Grant will be paid semi-annually at the end of June and the end of December with the potential exception of the final Grant Period during the ten (10) year period following the execution of the Agreement, commencing October 1, 2017. The Grant will never include any monies the Company pays or owes to the State of Texas for any penalties for late payments, failures to report in a timely manner, and the like, related to the Use Tax Receipts.

3.02 Grant Payment. Grantor shall pay the Grant for the applicable Grant Period within forty-five (45) days after receipt of a Use Tax Certificate from Company following the end of each Grant Period, pursuant to Section 4.01. Company shall submit Use Tax Certificates to Grantor within thirty (30) days following the end of the applicable Grant Period, beginning with the first Grant Period. For illustration purposes, assume the first Grant Period begins on October 1, 2017 and continues through and includes December 31, 2017. Company would submit a Use Tax Certificate to Grantor for the first Grant Period by January 30, 2018 and Grantor would pay the first Grant within forty-five (45) days after receipt of the Use Tax Certificate. Further assume that the Use Tax Receipts for the first Grant Period equal Five Thousand Dollars (\$5,000.00), then the amount of the first Grant would be Four Thousand Dollars (\$4,000.00).

3.03 Amended Returns and Audits. In the event the Company files an amended use tax return, or report, or if additional use tax is due and owing, as a result of an audit conducted by the State of Texas that increases the Use Tax Receipts for a previous period covered within the term of this agreement, the Grant payment for the Grant Period immediately following such State approved amendment shall be adjusted accordingly, provided the Grantor must have received the Use Tax Receipts attributed to such adjustment. As a condition precedent to payment of such adjustment, Company shall provide Grantor with a copy of such amended use tax report, tax return or audit adjustment, and the approval thereof by the State of Texas.

3.04 Refunds. In the event the State of Texas determines that the City erroneously received Use Tax Receipts, or that the amount of use tax paid to the City exceeds the correct amount of use tax for a previous Grant paid to the Company, the Company shall, within thirty (30) days after receipt of notification thereof from the City specifying the amount by which such Grant exceeded the amount to which the Company was entitled pursuant to such State of Texas determination, pay such amount to the Grantor. The Grantor may at its option adjust the Grant payment for the Grant Period immediately following such State of Texas determination to deduct there from the amount of the overpayment. As a condition precedent to payment of such refund, the City shall provide Company with a copy of such determination by the State of Texas.

ARTICLE IV
DOCUMENTATION SUPPORTING THE ECONOMIC DEVELOPMENT GRANT

The conditions contained in this Article IV are conditions precedent to the Grantor's obligation to make any Grant payment.

4.01 Use Tax Certificate. During the term of this Agreement, the Company shall within thirty (30) days after the end of each Grant Period, provide the Grantor with a Use Tax Certificate relating to Use Tax Receipts paid during the Grant Period. The Grantor shall have no duty to calculate the Use Tax Receipts or determine Company's entitlement to any Grant for a Grant Period, or pay any Grant during the term of this Agreement until such time as Company has provided the Grantor a Use Tax Certificate for such Grant Period and the Grantor has received the actual Use Tax Receipts from the State of Texas attributable to such calendar months within the Grant Period. Company shall provide such additional documentation as may be reasonably requested by Grantor to evidence, support and establish the use tax paid directly to the State of Texas pursuant to Company's Direct Payment Permit. The Use Tax Certificate for each Grant Period shall at a minimum contain, include or be accompanied by the following:

- a. A copy of all Texas Direct Payment Permit and self-assessment use tax returns and reports during the applicable Grant Period, use tax audit assessments or credits, including amended use tax returns or reports, filed by the Company during the Grant Period showing use tax paid directly to the State of Texas related to Company's operations for the Grant Period; and
- b. Information concerning any refund or credit received by the Company of use tax paid by the Company which has previously been reported by the Company as use tax paid for a previous Grant Period within the term of this agreement.

Company will provide to Grantor the Use Tax Certificates from time to time pursuant to the terms of the Agreement, which are confidential ("Confidential Information") and, except as otherwise provided herein, may not be disclosed to a third party without the Company's consent. To the extent that any disclosure of the Confidential Information may be required by law, Grantor will use reasonable efforts to inform Company of the request in sufficient time for Company to assert any objection it may have to such disclosure to an appropriate judicial or administrative body.

4.02 Grantor must have received a Use Tax Certificate for the months within the Grant Period for which payment of a Grant is requested, and Grantor must have received the actual Use Tax Receipts for all calendar months within the Grant Period.

4.03 The Company intends to issue its Texas Direct Payment Permit to specific suppliers or vendors that provide large quantities of building materials or other tangible personal property.

4.04 The Company shall provide the Grantor with a true and correct copy of its Texas Direct Payment Permit, which permit shall be kept in full force and effect throughout the term of the Agreement.

4.05 Company or the City shall not have an uncured material breach or default of this Agreement.

ARTICLE V TERMINATION

5.01 This Agreement may be terminated upon any one of the following:

- (a) by mutual written agreement of the parties;
- (b) by Grantor or Company, respectively, if the other party defaults or breaches any of the terms or conditions of this Agreement in any material respect and such default or breach is not cured within thirty (30) days after written notice thereof by the Grantor or Company, as the case may be;
- (c) by Grantor, if any Impositions owed to the Grantor or the State of Texas by Company shall have become delinquent (provided, however, Company retains the right to timely and properly protest and contest any such Impositions);
- (d) by Grantor, if Company suffers an Event of Bankruptcy or Insolvency;
- (e) by Grantor or Company, respectively, if any subsequent Federal or State legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable; or
- (f) by Company, if the City does not pay the applicable Grant amount within 45 days of receipt of the Use Tax Receipts as required herein covered by a valid Use Tax Certificate issued by Company or fails to cure this breach within an additional 30 days and so long as the Company is not in default, or;
- (g) expiration of the term, or any subsequent renewal of the term.

The rights, responsibilities and liabilities of the parties under this Agreement shall be extinguished upon the termination of this Agreement except for any rights, responsibilities and/or liabilities that accrued prior to such termination.

ARTICLE VI
MISCELLANEOUS

6.01 Binding Agreement. The terms and conditions of this Agreement are binding upon the parties to this agreement and their respective successors and permitted assigns. This Agreement may not be assigned without the express written consent of Grantor, which consent shall not be unreasonably withheld or delayed.

6.02 Limitation on Liability. It is understood and agreed between the parties that the Company and Grantor, in satisfying the conditions of this Agreement, have acted independently, and Grantor assumes no responsibilities or liabilities to third parties in connection with these actions. The Company agrees to indemnify and hold harmless the Grantor from all such claims, suits, and causes of actions, liabilities and expenses, including reasonable attorney's fees, of any nature whatsoever by a third party arising out of the Company's performance of the conditions under this Agreement.

6.03 No Joint Venture. It is acknowledged and agreed by the parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture between the parties.

6.04 Authorization. Each party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement.

6.05 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the party at the address set forth below (or such other address as such party may subsequently designate in writing) or on the day actually received if sent by courier or otherwise hand delivered sent via fax.

If intended for City, to:

Attn: Mindy Manson
Wylie City Manager
300 Country Club Rd.
Wylie, TX 75098

With a copy to:

Attn:

If intended for the Company:

Attn: Dan Miller
Chief Financial Officer
Horizon Homes, LLC
5601 Democracy, Suite 300
Plano, TX 75024

With a copy to:

Attn: Brad Gahm
General Counsel
Horizon Homes, LLC
5601 Democracy, Suite 300
Plano, TX 75024

6.06 Entire Agreement. This Agreement is the entire Agreement between the parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written Agreement between the parties that in any manner relates to the subject matter of this Agreement.

6.07 Governing Law. The laws of the State of Texas shall govern the Agreement; and this Agreement is fully performable in Wylie, Collin County, Texas with exclusive venue for any action concerning this Agreement being in a court of competent jurisdiction in Collin County, Texas.

6.08 Amendment. This Agreement may only be amended by the mutual written agreement of the parties.

6.09 Legal Construction. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

6.10 Recitals. The recitals to this Agreement are incorporated herein.

6.11 Counterparts. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument and any such counterparts shall be deemed to be incorporated herein.

6.12 Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the parties, as well as any rights and benefits of the parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

6.13 Sovereign Immunity. The parties agree that the City has not waived its sovereign immunity by entering into and performing its obligations under this Agreement.

6.14 Dispute Resolution. Any controversy or claim arising from or relating to this Agreement, or a breach thereof shall be subject to non-binding mediation, as a condition precedent to the institution of legal or equitable proceedings by any party unless the institution of such legal or equitable proceeding is necessary to avoid the running of an applicable statute of limitation. The parties shall endeavor to resolve their claims by mediation. Grantor and Company shall share the costs of mediation equally. The mediation shall be held in Wylie, Texas, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

[SIGNATURE PAGES FOLLOW]

EXECUTED as of the ____ day of _____, 2017.

THE CITY OF WYLIE, TEXAS

By: _____
Mindy Manson, City Manager

ATTEST:

City Secretary

By: _____

EXECUTED as of the ____ day of _____, 2017.

Horizon Homes, LLC
a Texas limited liability corporation

By: Highland Operating Dallas, LLC
a Texas corporation

By: _____
Name: Dan Miller
Title: Chief Financial Officer

ACKNOWLEDGMENTS

STATE OF TEXAS §
CITY OF WYLIE §

This instrument was acknowledged before me on the _____ day of _____, 2017 by Mindy Manson, City Manager of The City of Wylie, Texas, on behalf of said city.

Name: _____
Notary Public, State of Texas
My commission expires: _____

STATE OF TEXAS §
CITY OF PLANO §

This instrument was acknowledged before me on the _____ day of _____, 2017 by Dan Miller, Chief Financial Officer of Highland Operating Dallas, LLC, a Texas limited liability corporation, Owner of Horizon Homes, LLC, a limited liability corporation, on behalf of said limited liability corporation.

Name: _____
Notary Public - State of Texas
My commission expires: _____

Horizon Homes, LLC Chapter 380 Agreement Summary					
City Name		Wylie			
City Rate		2.00%			
City Code		2043116			
Contact Name		Mindy Manson			
Contact Title		City Manager			
Street Address		300 Country Club Rd.			
City, State, Zip Code		Wylie, TX 75098			
Phone Number		(972) 516-6010			
Email Address		citymgr@wylitexas.gov			
Contact Name		Linda Bantz			
Contact Title		Director of Finance			
Contact Phone Number		(972) 516-6120			
Contact Email		finance@wylitexas.gov			
Contact Name		Sam Satterwhite			
Contact Title		Dir. of Econ. Development			
Contact Phone Number		972-442-7901			
Contact Email		sam@wylieedc.com			
Est. # of Undeveloped Lots		127			
Ave Sales Price - 2015 YTD		\$325,000.00			
Direct Materials (15% of home sales)		18.00%			
Ave Dir Mat Purch / House (today)		\$58,500.00			
Ave Local City Sales Tax/ House		\$1,170.00			
Ave Sales Tax Grant / House		\$468.00			
Ave Sales Tax Rcvd City / House		\$702.00			
Agreement Term / Length		10 years			
Grant Amount / Percentage of 1% City Sales Tax for Future Direct Payment Permit Purchases		80% of 1%			
Estimated Benefits for the Agreement - Horizon	0.8% Total	Horizon Est Sav - Thru Buildout			
Existing Undev. Lots / Current Mat. Prices		\$59,436.00			
Existing Undev. Lots/Mat. Price Incr 5% Annually		\$75,819.53			
Existing Undev. Lots/Mat. Price Incr 8% Annually		\$89,124.28			
Estimated Benefits for the Agreement - City	1.2% Total	City Est Sav - Thru Buildout	.2% Gen. City Tax	.5% Econ. Dev. Tax	.5% Parks, Rec & Library Tax
Existing Undev. Lots / Current Mat. Prices		\$89,154.00	\$14,859.00	\$37,147.50	\$37,147.50
Existing Undev. Lots/Mat. Price Incr 5% Annually		\$113,729.30	\$18,954.88	\$47,387.21	\$47,387.21
Existing Undev. Lots/Mat. Price Incr 8% Annually		\$133,686.42	\$22,281.07	\$55,702.68	\$55,702.68
Note: Based on NO future undeveloped lot purchases/development during 10-year 380 Agreement (ie: most conservative)					



Wylie City Council

AGENDA REPORT

Meeting Date: October 10, 2017
Department: Planning
Prepared By: Renae' Ollie
Date Prepared: September 26, 2017

Item Number: F
(City Secretary's Use Only)
Account Code: _____
Budgeted Amount: _____
Exhibits: 3

Subject

Consider and act upon a request for Substantial renovations of a residential structure in accordance with Ordinance No. 2013-17, generally located at the northeast corner of Jefferson St. and Jackson St., and more specifically at 100 W. Jefferson within the Downtown Historic District.

Recommendation

Motion to approve a request for Substantial renovations of a residential structure in accordance with Ordinance No. 2013-17, generally located at the northeast corner of Jefferson St. and Jackson St., and more specifically at 100 W. Jefferson within the Downtown Historic District.

Discussion

OWNER: Birmingham Trust

APPLICANT: Jon Lewis/Birmingham Trust

In accordance with Section 6.3.C.1.a, the Applicant is requesting approval to demolish an existing shed type room and construct a 267 sq. ft. new addition to the rear as well as an ADA accessible ramp.

The scope of work shall consist of renovation/addition of a residential structure used for commercial office space. Replacement of the asphalt composition roof with a standing seam metal roof; replace windows with 2 panes per sash windows. New cypress siding will be added to match existing.

The room was originally a patio and was later closed in. The applicant states that due to the poor design, the area takes in water after heavy rains. The room will be constructed at the same floor elevation as the rest of the house in similar architecture design as the front. The new addition will also be placed on a new pier and beam foundation.

Brick veneer will be constructed on the new addition to appear as a period style brick foundation.

The applicant proposes to start construction in November/December, with a completion date in April/May 2018.

HRC DISCUSSION:

The Commission voted 6-0 to recommend approval to the City Council. The applicant stated that the house was originally built around 1889. A recent approval from the State has been granted for a historical marker.

APPLICATION FOR HISTORIC REVIEW #

Date: 8/25/17

NOTICE TO APPLICANT

- 1 Completed applications and drawings must be in the Planning and Engineering Office no later than 10 days before the meeting. (Regular meetings are held on the 4th Thursday at 6:00 p.m. in the City Hall Council Chambers, or Special Called Meetings as needed.)
- 2 It is imperative that you complete this application in its entirety. Incomplete applications will be returned and could delay the commencement of your project.
- 3 The presence of the applicant or his/her agent as designated herein is necessary at the Historic Review Commission Meeting.

APPLICANT INFORMATION

Name: Jon Lewis / Birmingham Trust Phone: 214-533-0351
 Mailing Address: P.O. Box 546, Wylie, TX 75098
 Email Address: b.trust@verizon.net Fax: N/A

PROPERTY OWNER INFORMATION

Name: Birmingham Trust Phone: 972-442-9192
 Mailing Address: P.O. Box 546, Wylie, TX 75098
 Email Address: b.trust@verizon.net Fax: N/A

PROJECT INFORMATION

Name of Business (if applicable): _____
 Current or intended use of the building: Office
 Address of Project: 100W. Jefferson Street, Wylie, TX

(The below information (Lot, Block, Subdivision, and Frontage) can be obtained on the County Appraisal District's website by entering the physical address of the property: <http://collincad.org> or <http://dallascad.org> or <http://rockwallcad.org>

If you do not have access to the Internet or cannot locate this information on the website, contact the Planning Department at (972)516-6320 for assistance.

Lot 27, Block 3, Subdivision BROWN & BURNS Current Zoning: _____

Which District is the property located within?

- Downtown Historic District
- South Ballard Overlay District
- Other _____

SCOPE OF WORK

o Remodeling/Renovating

Provide a detailed description of the nature of the proposed alterations and /or repairs (attach additional sheets if necessary):

Demo of shed room addition, Installation of new foundation, Construction of new addition, replace roof with standing seam metal roof, Replace windows w/ 2 pane per sash windows

Are you painting an exterior feature? YES NO

If YES:

	<i>Describe Feature</i>	<i>Color Name</i>	<i>Sample Attached</i>	
Ex.	<u>Window and door frames</u>	<u>SW Autumn Hue (No. 7665)</u>	YES	NO
	_____	_____	YES	NO
	_____	_____	YES	NO
	_____	_____	YES	NO

Are you replacing an exterior feature? YES NO

If YES:

	<i>Describe Feature</i>	<i>Current Material</i>	<i>Proposed Material</i>	<i>Sample Attached</i>	
Ex.	<u>Window frame</u>	<u>Wood</u>	<u>Vinyl</u>	YES	NO
	_____	<u>Cypress/Cedar</u>	_____	YES	NO
	_____	_____	_____	YES	NO
	_____	_____	_____	YES	NO

o New Construction

Are you replacing an existing structure? YES NO

If YES, complete "Demolition" below.

o Demolition

Describe the condition of the existing structure: Removing shed room addition and replacing it with

Room is sitting on the ground and is rotting.

What is the estimated cost of restoration or repair of the existing structure? \$73,000

Explain why the property is being demolished as opposed to restored or renovated for adaptive reuse:

Room was originally a patio and was later closed in. Due to its poor design it takes in water after a heavy rain.

What do you plan to do to mitigate the loss of the landmark structure? The room will be built back properly at the same elevation as the rest of the house in a similar architecture as the front of the house. This new room will also be on the New pier and beam foundation.

o Sign

Type of Sign:

- Attached Sign
- Pole Sign
- Temporary Sign
- Banner
- Monument Sign
- Other (Specify) _____

Sign Dimensions: _____ Total Square Footage _____

Will the sign be connected to electricity or lit in any way? YES NO

If YES, what is the method of lighting? _____

Will this sign project over a public sidewalk? YES NO

If YES, what is the distance from the sidewalk to the bottom of the sign? _____

Have you submitted an application for a Sign Permit to the Building Inspections? YES NO

o Fence

What is the proposed material and style of fence you intend to install? _____

What is the proposed height of the fence? _____

Are you replacing an existing fence? YES NO

If YES, what is the current fence material? _____

Have you submitted an application for a Fence Permit to the Building Inspections? YES NO

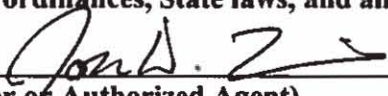
Provide a detailed description of the nature of the proposed project (attach additional sheets if necessary):

REQUIRED ATTACHMENTS:

- o Current photographs of the property
- o If available, historic photographs of the property
- o Site Plan indicating the following:
 - o Dimensions of the lot on which the building will be located, including setbacks (check official plat records and Zoning Ordinance)
 - o Location and width of all easements (check official plat records)
 - o Location and dimensions of all existing and proposed buildings, parking areas, and existing signs (if any)
 - o Architect's rendering or elevations of proposed construction
- o Sample board of materials and colors to be used
- o Site Plan Fee \$250.00 - Check/Card/Cash (Check made payable to City of Wylie)

Intended start and finish dates: Start Nov/Dec 2017 Finish April/May 2018

I have carefully read the complete application and know the same is true and correct. I understand the ordinances governing the activity described in this application, and I agree to comply with all provisions of the City ordinances, State laws, and all property restrictions, whether herein specified or not.

X 
(Owner or Authorized Agent)

RETURN TO:

Receipt # 879596

City of Wylie
Planning Department
300 Country Club Road, Building 100
Wylie, Texas 75098
(972) 516-6320

Better Design Resources LLC

P. O. Box 1454, Wylie, TX 75098

Phone: 214-773-6460

Fax: 972-429-0224

www.betterdesignresources.com



GENERAL SCOPE OF WORK FOR 100 W. JEFFERSON

1. Site preparation.
 - a. Remove landscaping near structure.
 - b. Uninstall HVAC exterior units and store.
2. Utilities
 - a. Disconnect exist FIOS.
 - b. Disconnect exist water service & plumbing drains.
 - c. Install water spigot on north side of garage.
 - d. Install temp power pole. (Alternative - move service to garage)
 - e. Disconnect house from exist electrical service.
 - f. Connect temp power pole.
3. Demolition
 - a. Install safety fencing at property line to eliminate unauthorized access.
 - b. Demolition of existing conference room.
 - c. Removal of any sidewalk or curbing.
 - d. Raise structure to working height and secure.
 - e. Remove all plumbing &/or other UG pipe, wires, etc.
4. Earthwork – excavation & pad preparation. Ensure proper drainage away from structure.
5. Foundation
 - a. Form. (Is a form board survey required by city?)
 - b. Pour, finish, & cure.
6. Prepare plumbing &/or other UG utilities for house lowering.
7. Lower structure and attach to foundation.
8. Addition construction of new conference room.
 - a. Framing, roofing, sheathing, siding, windows.
 - b. Insulation, drywall, tape, bed, texture, & paint.
9. Plumbing
 - a. Reconnect water line from meter.
 - b. New sanitary sewer line from clean-out.
 - c. Reconnect all interior fixtures.
10. Electrical
 - a. Trench new electrical service from garage to structure exterior &/or sub panel.
 - b. Install conference room plugs, lights, & switches.
 - c. Reconnect new electrical service.
11. HVAC – reinstall exterior units on new concrete pads & reconnect to structure.
12. Other utilities – reconnect FIOS &/or other utilities.
13. Landscape rework & sprinkler repair or replacement.



100 W. JEFFERSON,
 LOCATED IN THE DOWNTOWN HISTORICAL DISTRICT,
 CITY OF WYLIE, COLLIN COUNTY, TEXAS 75098

OCT 1 10 2017
 SEP 25 2017

DRAWING REV:
 FOR: CONSTRUCTION
 DRAWN BY: Bryan D. Rogers
 DATE: 09-12-2017

SHEET
 AI
 OF

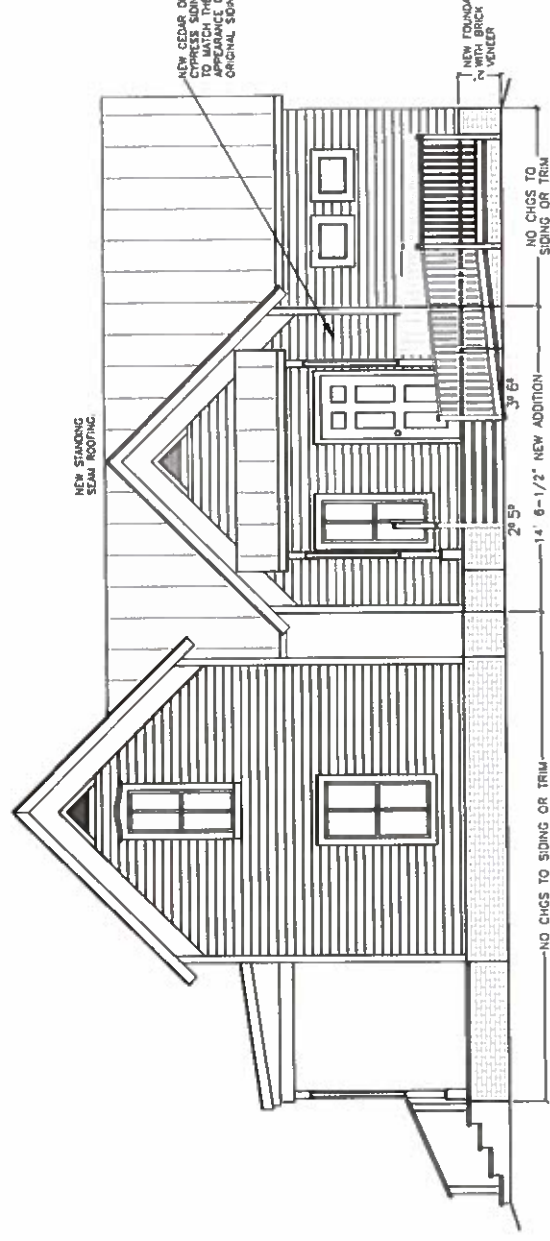
RECEIVED

SEP 19 2017

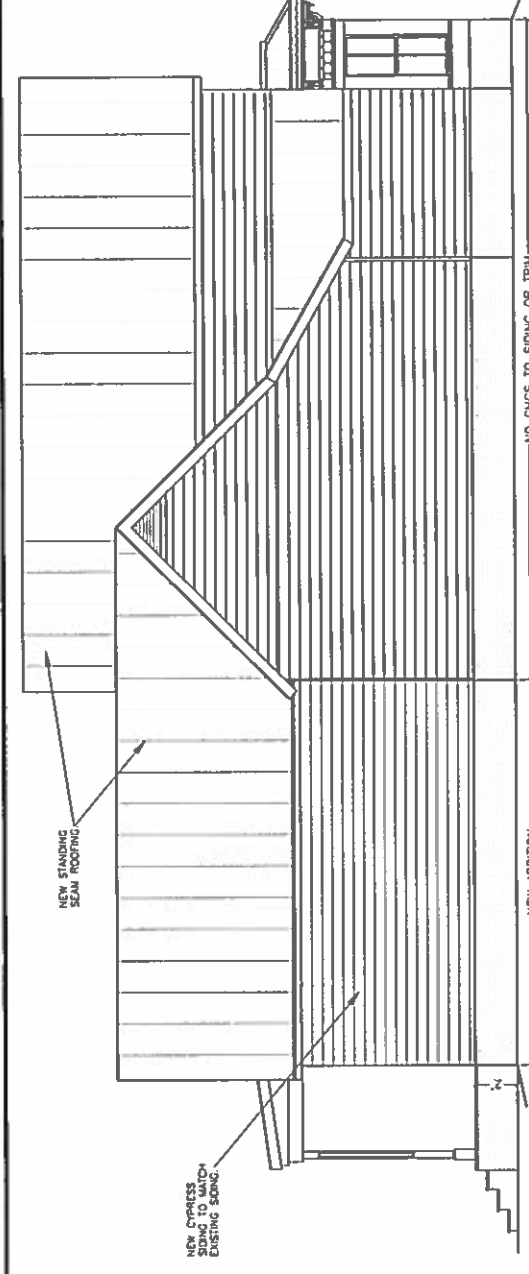
BXC



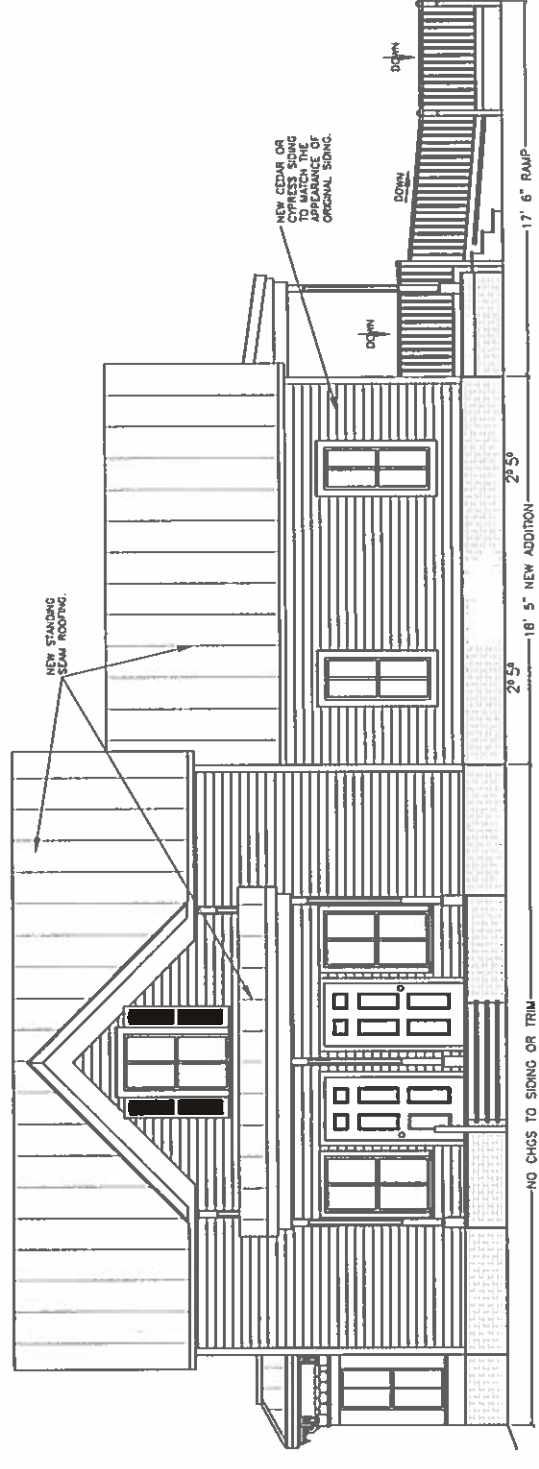
WEST ELEVATION
 SCALE: 1/4" = 1'-0"



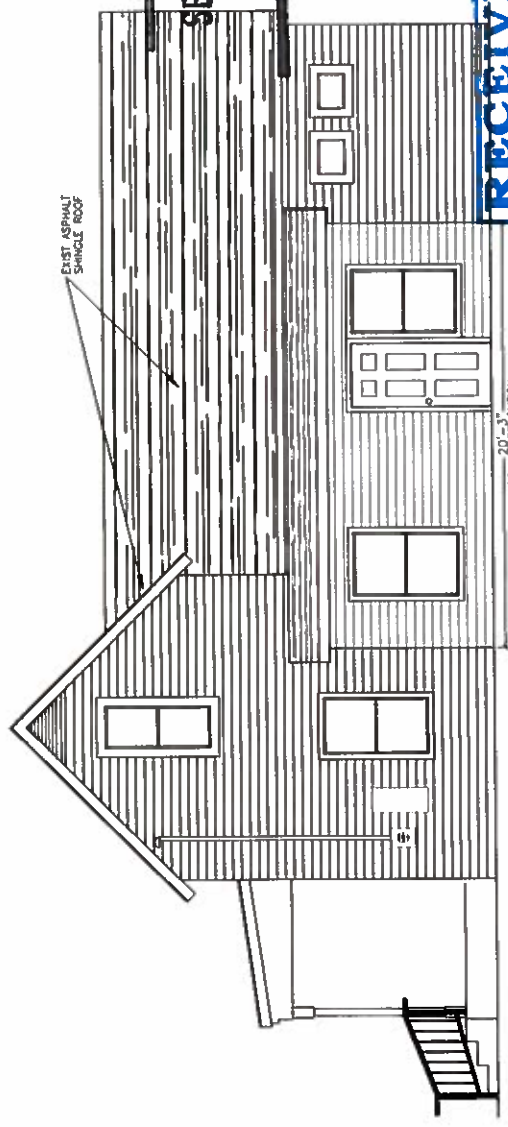
EAST ELEVATION
 SCALE: 1/4" = 1'-0"



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



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



EAST ELEVATION EXIST CONDITION
 SCALE: 1/4" = 1'-0"

NOTES:

SCOPE: RENOVATION/ADDITION CONSTRUCTION OF A RESIDENTIAL STRUCTURE USED AS A COMMERCIAL OFFICE SPACE, LOCATED AT 100 W. JEFFERSON, IN THE DOWNTOWN HISTORICAL DISTRICT OF THE CITY OF WYLIE, COLLIN COUNTY, STATE OF TEXAS 75098.

APX 231 SF OF AN EXISTING ADDITION TO THE ORIGINAL STRUCTURE, USED AS CONFERENCE ROOM SHALL BE DEMOLISHED. THE ENTIRE STRUCTURE SHALL BE RAISED, A NEW PIER & BEAM FOUNDATION SHALL BE CONSTRUCTED BELOW THE STRUCTURE LOWERED, AND A 267 SF ADDITION SHALL BE CONSTRUCTED FOR USE AS A CONFERENCE ROOM.

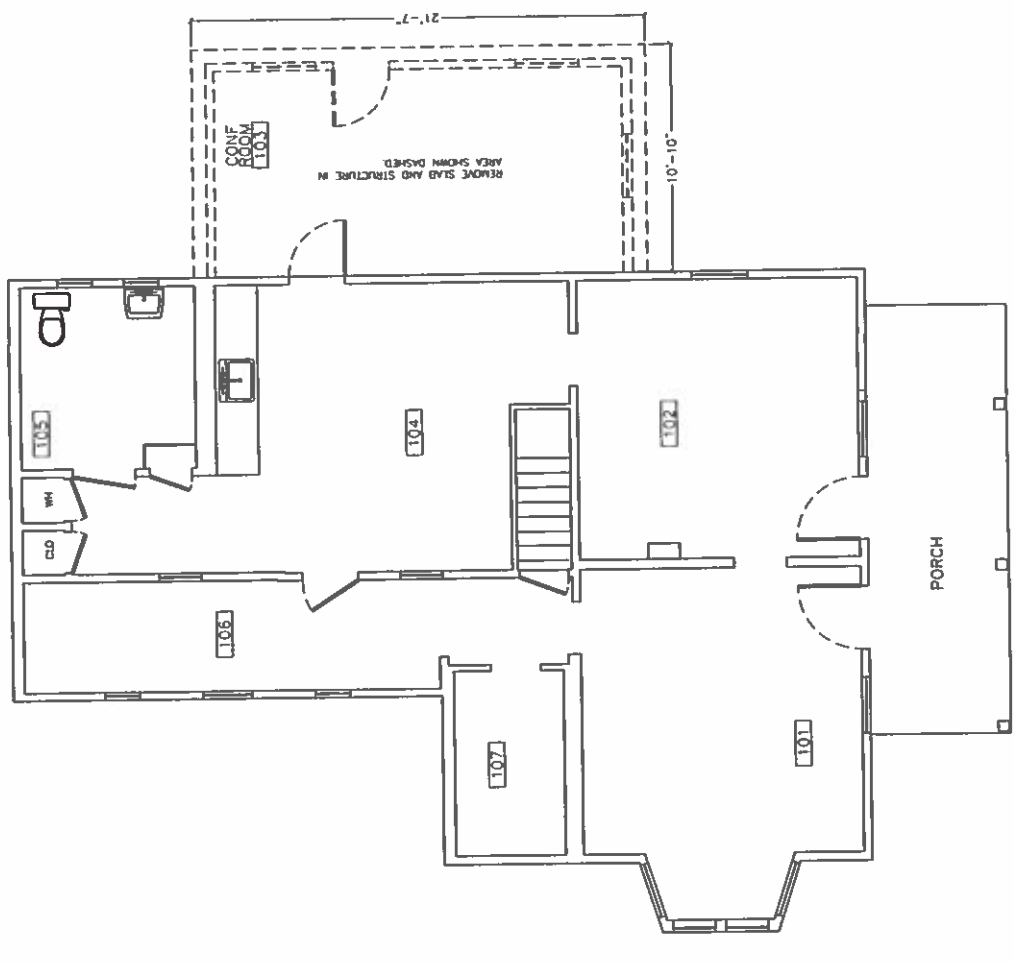
EXISTING SF = 1,618 GROSS (OUT TO OUT)
 AREA OF DEMOLITION = 231 SF (GROSS)
 ADDITION = 267 SF (GROSS)
 COMPLETED = 1,654 SF (GROSS)

ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH ALL APPLICABLE LOCAL, COUNTY, STATE, OR FEDERAL LAW AND APPLICABLE CONSTRUCTION CODES AS CURRENTLY RECOGNIZED BY THE CITY OF WYLIE, COLLIN COUNTY, TEXAS.

THIS PROPERTY IS ZONED: DTH, DOWNTOWN HISTORICAL DISTRICT

NEW CEDAR OR CYPRESS SIDING SHALL MATCH THE APPEARANCE OF EXISTING SIDING.

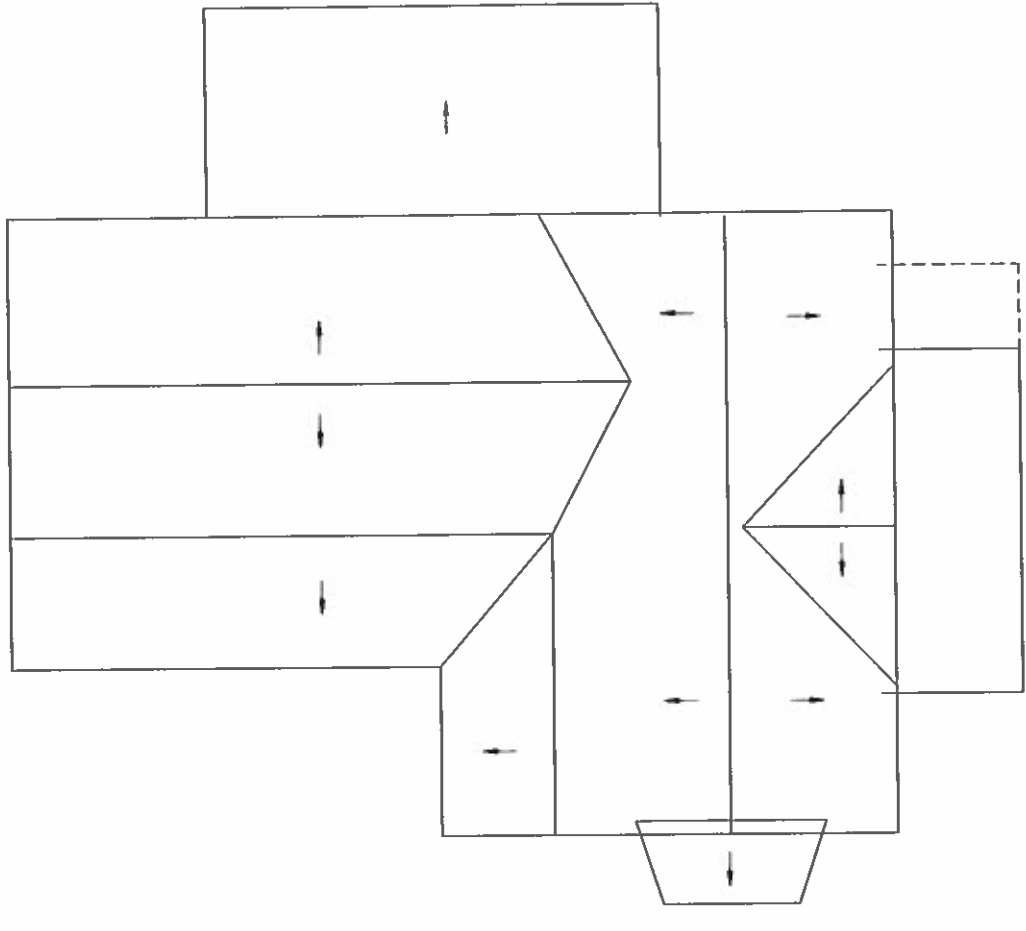
BRICK VENEER ON NEW FOUNDATION SHALL BE CONSTRUCTED TO APPEAR AS A PERIOD BRICK STYLE FOUNDATION.



1st FLOOR EXIST & DEMOLITION
 SCALE: 1/4" = 1'-0"



VICINITY MAP
 NOT TO SCALE



EXIST ROOF LINES
 SCALE: 1/4" = 1'-0"

NOTES:

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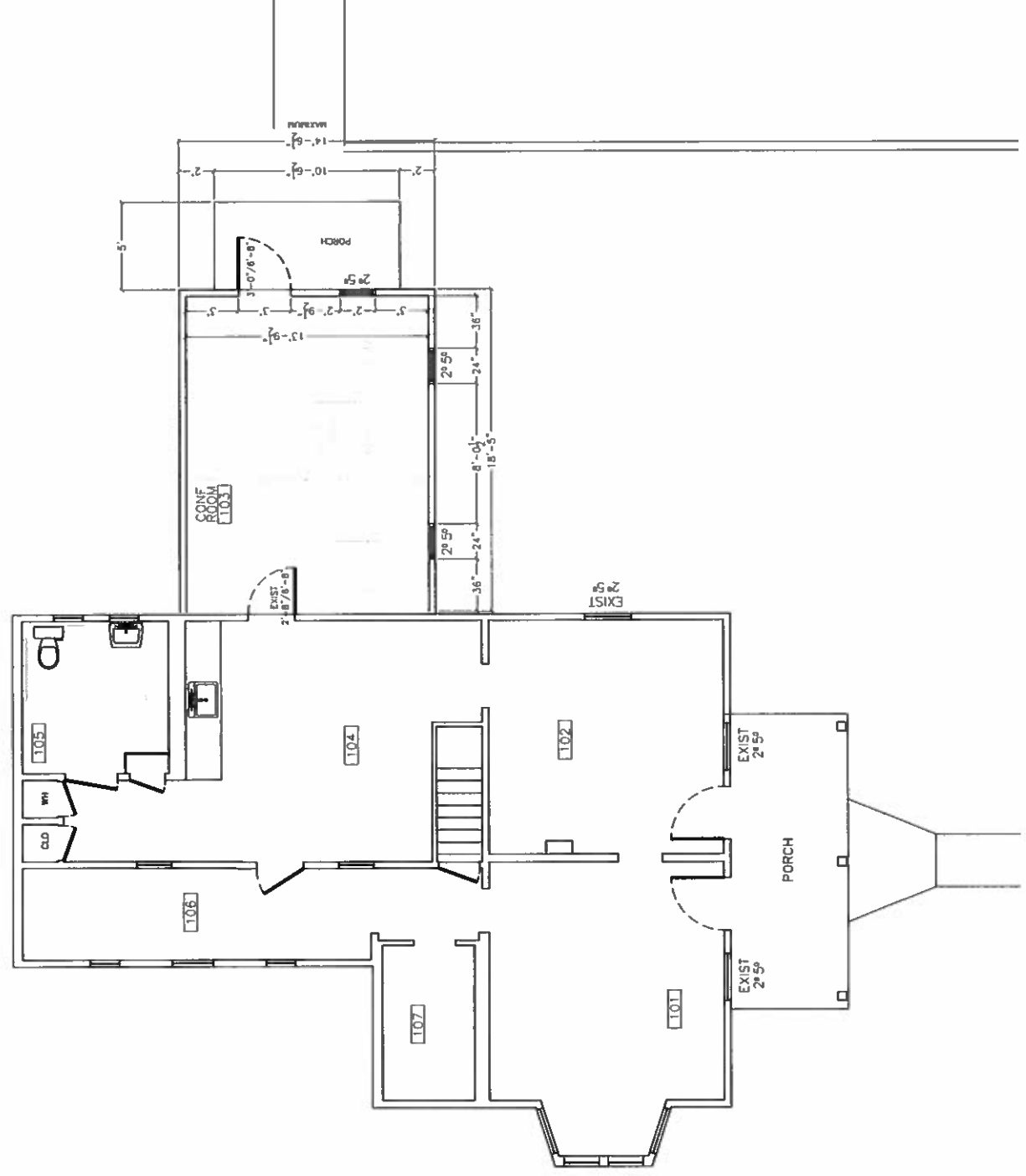
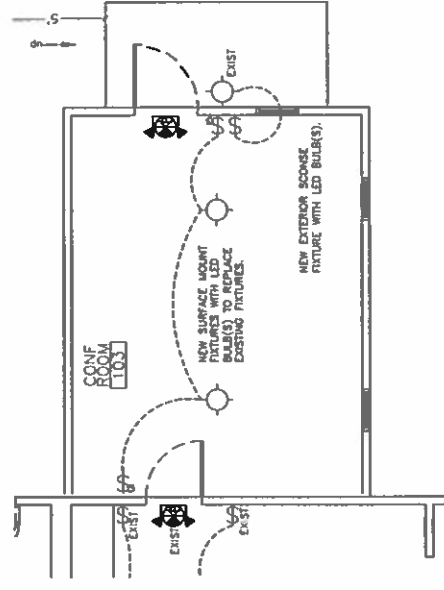
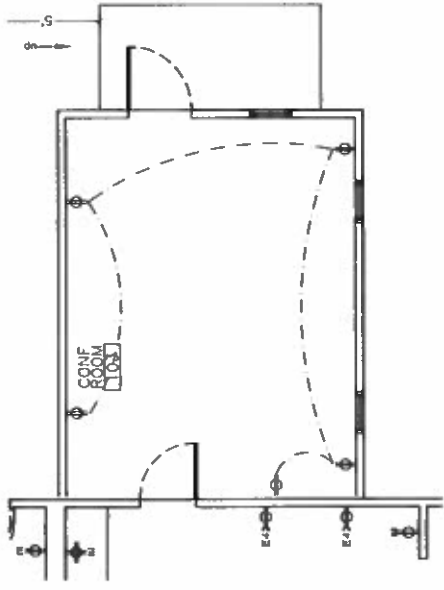
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THIS PROPERTY IS ZONED: DTH, DOWNTOWN HISTORICAL DISTRICT
 ENSURE ADEQUATE SUPPORT IS PROVIDED WHEN EXISTING CONFERENCE ROOM IS DEMOLISHED

ELECTRICAL LEGEND	
SYMBOL	DESCRIPTION
	DUPLEX RECEPTACLE, 18" AFF U.N.O.
	SUBSCRIPT: CF--GROUND FAULT INTERRUPT
	AW--ALL WEATHER
	IG--ISOLATED GROUND
	D--DEDICATED
	DUPLEX RECEPTACLE, FLUSH FLOOR MOUNT OR CLG MOUNT, AS NOTED
	QUAD RECEPTACLE, 18" AFF U.N.O.
	QUAD RECEPTACLE, FLUSH FLOOR MOUNT OR CLG MOUNT, AS NOTED
	220V 220 VOLT RECEPTACLE, HEIGHT AS NOTED
	TELEPHONE, CABLE, SATELLITE, OR OTHER SERVICE, HEIGHT AS NOTED
	NETWORK, ALARM, OR OTHER SERVICE, HEIGHT AS NOTED
	SWITCH, SINGLE POLE, SINGLE THROW, 48" AFF U.N.O.
	SUBSCRIPT: 3--THREE WAY 4--FOUR WAY
	S--OCCUPANCY SENSOR
	D--DIMMER
	F--FAN
	L--LIGHT
	LIGHT, 2x2; FLUORESCENT, LED, OR INCANDESCENT AS NOTED
	LIGHT, 2x4; FLUORESCENT, LED, OR INCANDESCENT AS NOTED
	LIGHT, RECESSED CAN; FLUORESCENT, LED, OR INCANDESCENT AS NOTED
	LIGHT FIXTURE; SC--SCONCE, P--PENDANT, CH--CHANDELIER, S--SURFACE MT
	FAN, CEILING MOUNT EXHAUST
	CEILING FAN AS NOTED
	LIGHT, EMERGENCY EXIT; ARROW INDICATES DIRECTION
	LIGHT, EMERGENCY EXIT & LIGHT COMBO
	LIGHT, EMERGENCY EGRESS PATHWAY
	LIGHT, EXTERIOR WALL PACK AS NOTED
	LIGHT, EXTERIOR PHOTO EYE



WALL TYPE LEGEND

	EXISTING WALL
	DEMO WALL
	NEW WALL

NOTES:

SCOPE: RENOVATION/ADDITION CONSTRUCTION OF A RESIDENTIAL STRUCTURE USED AS A COMMERCIAL OFFICE SPACE, LOCATED AT 100 W. JEFFERSON, IN THE DOWNTOWN HISTORICAL DISTRICT OF THE CITY OF WYLIE, COLLIN COUNTY, STATE OF TEXAS 75098.

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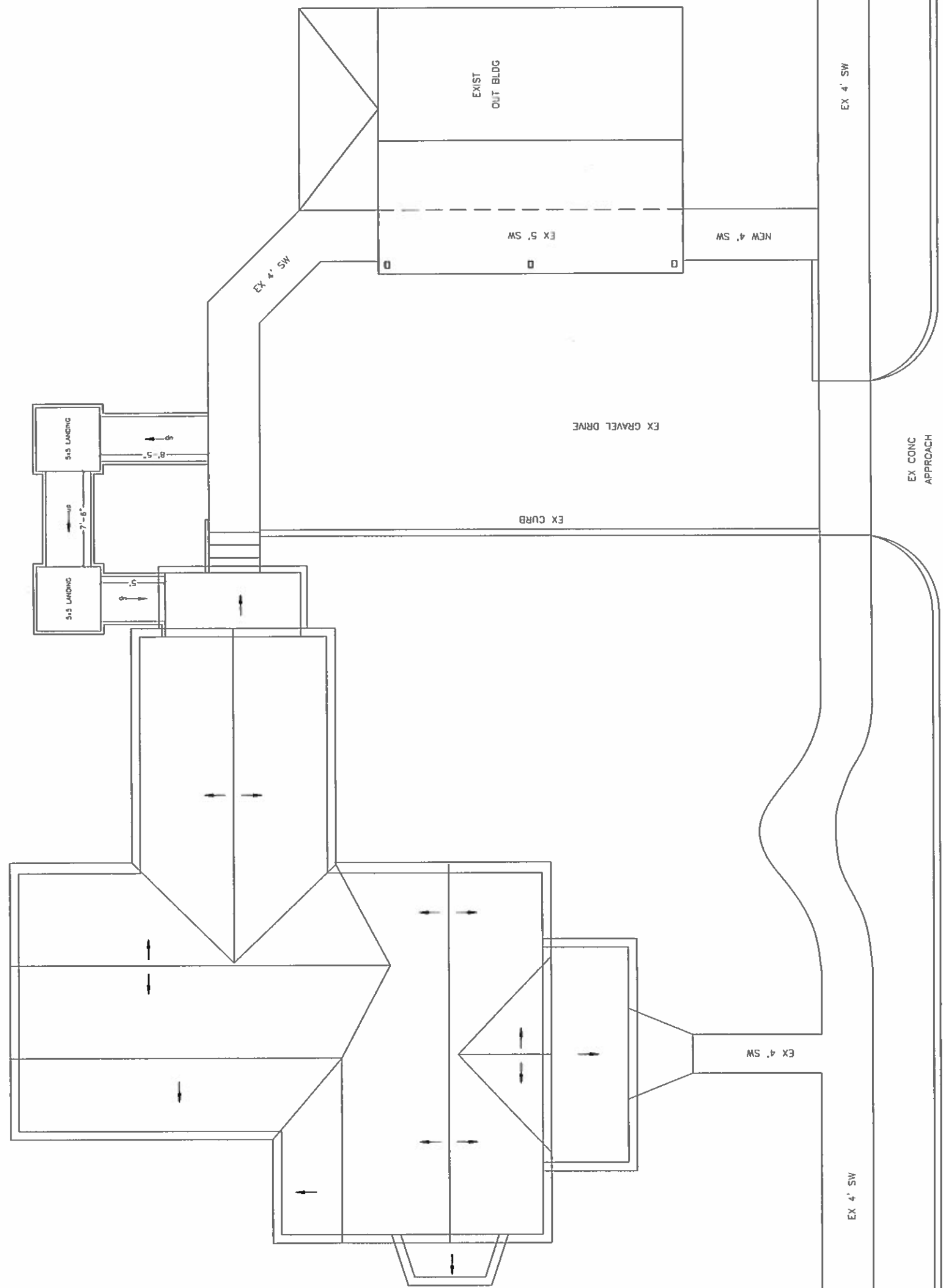
THIS PROPERTY IS ZONED: DTH, DOWNTOWN HISTORICAL DISTRICT

ENSURE ADEQUATE SUPPORT IS PROVIDED WHEN EXISTING CONFERENCE ROOM IS DEMOLISHED.

NO CHANGES TO EXISTING SECOND FLOOR.

NO CHANGES TO PLUMBING.

NO CHANGES TO INCOMING ELECTRICAL SERVICE.



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



VICINITY MAP
 NOT TO SCALE

BUILDING CODE ANALYSIS:

SCOPE: RENOVATION/ADDITION CONSTRUCTION OF A RESIDENTIAL STRUCTURE USED AS A COMMERCIAL OFFICE SPACE, LOCATED AT 100 W. JEFFERSON, IN THE DOWNTOWN HISTORICAL DISTRICT OF THE CITY OF WYLIE, COLLIN COUNTY, STATE OF TEXAS 75098.

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ARTICLES, SECTIONS, OR TABLES REFERRED TO HEREIN ARE TAKEN FROM CODES LISTED BELOW. CONSTRUCTION MUST COMPLY WITH:

- 2012 INTERNATIONAL BUILDING CODE (IBC)
- 2012 INTERNATIONAL MECHANICAL CODE (IMC)
- 2012 INTERNATIONAL PLUMBING CODE (IPC)
- 2012 INTERNATIONAL FIRE CODE (IFC)
- 2011 NATIONAL ELECTRIC CODE (NEC)
- 2009 INTL ENERGY CONSERVATION CODE (IECC)
- TEXAS ACCESSIBILITY STANDARDS
- CITY OF WYLIE ORDINANCES AND AMENDMENTS

THIS PROPERTY IS ZONED: DTH, DOWNTOWN HISTORICAL DISTRICT

BUILDING CONSTRUCTION TYPE: V-B (TABLE 601)

OCCUPANCY CLASSIFICATION: (SECT 304.1); BUSINESS GROUP

OCCUPANCY LOAD: (TABLE 1004.1.2): 1,654 SF @ 1:100 = 17
 NO CHANGE TO OCCUPANCY LOAD

- EGRESS REQUIREMENTS:
- (SECT 1005.3.1) STAIRWAY: 4 OCC X .3 = 1.2
 - (SECT 1005.3.2) OTHER EGRESS: 17 OCC X .2 = 3.4
 - (SECT 1014.3 W/O SPRINKLER):
 COMMON PATH OF EGRESS TRAVEL IS LESS THAN 75'
 (SECT 1015.1) OCCUPANCY LESS THAN 49 (CLASS B OCC)
 - 1 EXIT REQ.
 THREE EXITS PROVIDED:
 (1) 3'x6' AT FRONT LEFT (NORTH ELEVATION)
 (1) 3'x6' AT FRONT RIGHT (NORTH ELEVATION)
 (1) 3'x6' AT FRONT RIGHT (EAST ELEVATION)
 (SECT 1016.1) OCC CLASS A, NO SPK, DIST TO EXIT LESS THAN 200'

GENERAL FIRE PROTECTION
 CLASS B OCCUPANCY WITH NO HIGH PILE STORAGE
 SPRINKLER REQUIREMENTS (IFC SECT 903):
 1,618 GROSS SF GROSS BLDG SF LESS THAN 6,000 SF,
 NO AUTOMATIC SPRINKLER SYSTEM REQD

FIRE EXTINGUISHER REQUIREMENTS PER IFC TABLE 906.3.1(1)
 REQUIRED: 1 FIRE EXTINGUISHER INSTALLED &
 MAINTAINED PER IFC SECT 906 AND NFPA 10.
 PROVIDED: TWO 5 LB TYPE ABC, PER IFC 906 AND NFPA 10

BUILDING ACCESS: PROVIDED VIA EXIST KNOX BOX ON BLDG FACE.



Wylie City Council

AGENDA REPORT

Meeting Date: October 10, 2017
Department: Purchasing
Prepared By: G. Hayes
Date Prepared: 10/3/2017

Item Number: G
(City Secretary's Use Only)
Account Code: _____
Budgeted Amount: 100-5211-58510
Exhibits: _____

Subject

Consider and act upon the approval of the purchase of police vehicles from Reliable Chevrolet in the amount of \$172,172.10 through cooperative purchasing contracts with Tarrant County, and authorizing the City Manager to execute any necessary documents.

Recommendation

A motion to approve the purchase of police vehicles from Reliable Chevrolet in the amount of \$172,172.10 through cooperative purchasing contracts with Tarrant County, and authorizing the City Manager to execute any necessary documents.

Discussion

Staff recommends the purchase of the following vehicles through a cooperative purchasing contract with Tarrant County:

- 2018 Chevrolet Impala LS: qty 3 for CID, qty 1 for Lieutenant position
- 2018 Tahoe PPV Black/White unit: qty 1 for patrol
- 2018 Traverse: qty 1 for Community Services

The City is authorized to purchase from a cooperative purchasing program with another local government or a local cooperative organization pursuant to Chapter 791 of the Texas Government Code and Section 271 Subchapter F of the Local Government Code; and by doing so satisfies any State Law requiring local governments to seek competitive bids for items.

(Tarrant County #2016-217 and #2016-006 / Wylie #W2016-68-I and #W2016-77-I)



Wylie City Council

AGENDA REPORT

Meeting Date: October 10, 2017
Department: Purchasing
Prepared By: G. Hayes
Date Prepared: 10/3/2017

Item Number: H
(City Secretary's Use Only)
Account Code: 615-5725-58310 - \$240,000
613-5723-58310 - \$670,000
Budgeted Amount: engineer's memo; bid
tabulation
Exhibits: _____

Subject

Consider and act upon the award of bid # W2017-78-B for Newport Harbor Pump Station Improvements to Red River Construction Inc. in the amount of \$910,000.00, and authorizing the City Manager to execute any and all necessary documents.

Recommendation

A motion to award bid #W2017-78-B for Newport Harbor Pump Station Improvements to Red River Construction Company Inc. in the amount of \$910,000.00, and authorizing the City Manager to execute any and all necessary documents.

Discussion

The Public Works Department requires selected enhancements to the Newport Harbor Pump Station including replacing two existing 50 HP horizontal split case pumps with two fully operational 200 HP horizontal split case pumping units, removal of CMU walls and ceiling, construction of CMU walls and suspended ceiling, piping, valves, electrical, SCADA, HVAC and all related appurtenances. The City Engineer worked in conjunction with Birkhoff, Hendricks and Carter, L.L.P. to design the improvements and create bid documents.

The City received three (3) bids. Staff recommends the award of bid #W2017-78-B for Newport Harbor Pump Station Improvements to Red River Construction Company, Inc. in the amount of \$807,900.00 as the lowest responsive responsible bidder and the addition of a pre-approved contingency amount of \$102,100.00 (12.63%) for a total of \$910,000.00.

Construction Bid	\$807,900.00
Contingency Amount	\$102,100.00 12.63% (applied to the maximum 25% allowed by TxLGC 252.048)
Total Award Amount	\$910,000.00



**BID TABULATION
W2017-78-B**

**NEWPORT HARBOR PUMP STATION IMPROVEMENTS
September 21, 2017 @ 3:00 PM CDT**

Respondents	Total
Crescent Contractors	\$ 843,000.00
Gracon Construction, Inc.	\$ 882,000.00
Red River Construction	\$ 807,900.00

I certify that the above includes all firms contacted to bid and that replies are exactly as stated.

Nancy Leyva

Nancy Leyva, Buyer

September 21, 2017

Date

“BID TABULATION STATEMENT”

ALL BIDS SUBMITTED FOR THE DESIGNATED PROJECT ARE REFLECTED ON THIS BID TAB SHEET. **HOWEVER, THE LISTING OF A BID ON THIS SHEET SHOULD NOT BE CONSTRUED AS A COMMENT ON THE RESPONSIVENESS OF SUCH BID OR AS ANY INDICATION THAT THE CITY ACCEPTS SUCH BID AS RESPONSIVE.** THE CITY WILL MAKE A DETERMINATION AS TO THE RESPONSIVENESS OF BIDS SUBMITTED BASED UPON COMPLIANCE WITH ALL APPLICABLE LAWS AND CITY OF WYLIE BID SPECIFICATIONS AND PROJECT DOCUMENTS. THE CITY WILL NOTIFY THE SUCCESSFUL BIDDER UPON AWARD OF THE CONTRACT AND, ACCORDING TO LAW, ALL BIDS RECEIVED WILL BE AVAILABLE FOR INSPECTION AT THAT TIME.

PURCHASING DEPARTMENT
CITY OF WYLIE, TEXAS



Wylie City Council

AGENDA REPORT

Meeting Date: October 10, 2017
Department: Purchasing
Prepared By: G. Hayes
Date Prepared: 10/3/2017

Item Number: I
(City Secretary's Use Only)
Account Code: _____
Budgeted Amount: 100-5211-58510
Exhibits: _____

Subject

Consider, and act upon Resolution No. 2017-19(R) of the City Council of the City of Wylie, Texas, to ratify the purchase of a 2016 Chevrolet Police Rated Tahoe vehicle from Reliable Chevrolet in the amount of \$32,433.25 through a cooperative purchasing contract with Tarrant County, and authorizing the City Manager to execute any necessary documents.

Recommendation

A motion to approve Resolution No. 2017-19(R) of the City Council of the City of Wylie, Texas, to ratify the purchase of a 2016 Chevrolet Police Rated Tahoe vehicle from Reliable Chevrolet in the amount of \$32,433.25 through a cooperative purchasing contract with Tarrant County, and authorizing the City Manager to execute any necessary documents.

Discussion

The police department recently promoted a sergeant to an open administrative lieutenant position creating the need for a permanently assigned vehicle. The police chief reassigned his vehicle to this position and has been utilizing his personal vehicle. Staff located a new 2016 Chevrolet Tahoe police rated vehicle that was on the dealer's lot and available for immediate delivery (eliminating the 10-12 week order lead time).

Staff requests the approval of this resolution to ratify the purchase of a police rated vehicle for the Wylie Police Chief. The City is authorized to purchase from a cooperative purchasing program with another local government or a local cooperative organization pursuant to Chapter 791 of the Texas Government Code and Section 271 Subchapter F of the Local Government Code; and by doing so satisfies any State Law requiring local governments to seek competitive bids for items.

(Tarrant County #2016-006 / Wylie #W2016-77-I)

RESOLUTION NO. 2017-19(R)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WYLIE, TEXAS, HEREBY AUTHORIZING THE CITY MANAGER OF THE CITY OF WYLIE, TEXAS, TO RATIFY THE PURCHASE OF A 2016 CHEVROLET POLICE RATED TAHOE VEHICLE IN THE AMOUNT OF \$32,433.25 AND AUTHORIZING THE CITY MANAGER TO EXECUTE ANY NECESSARY DOCUMENTS.

WHEREAS, the Wylie Police Department had an immediately need to purchase a Chevrolet Police Rated Tahoe vehicle and such purchase was approved in the Fiscal Year 2017-2018 annual budget; and

WHEREAS, Reliable Chevrolet (located in Richardson, TX) had such a vehicle on its lot and available for immediate delivery; and

WHEREAS, the vehicle meets the needs of the City of Wylie Police Department and was available for purchase through an interlocal purchasing agreement between the City of Wylie and Tarrant County; and

WHEREAS, The City is authorized to purchase from a cooperative purchasing program with another local government or a local cooperative organization pursuant to Chapter 791 of the Texas Government Code and Section 271 Subchapter F of the Local Government Code; and by doing so satisfies any State Law requiring local governments to seek competitive bids for items.

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

SECTION 1: The City Council of the City of WYLIE, Texas, authorizes the ratification of the expenditure.

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

RESOLVED THIS THE 10th day of October, 2017

ERIC HOGUE, Mayor

ATTEST TO:

CAROLE EHRLICH, City Secretary



Wylie City Council

AGENDA REPORT

Meeting Date: October 10, 2017
Department: Planning
Prepared By: Renae' Ollie
Date Prepared: September 21, 2017

Item Number: 1
(City Secretary's Use Only)
Account Code: _____
Budgeted Amount: _____
Exhibits: 4

Subject

Conduct the second Public Hearing for the annexation of a 29.677 acre tract of land situated in the D.W. Williams Survey, Abstract No. 980, and a 21.992 acre tract of land situated in the William Sutton Survey, abstract 860 for a total of 51.669 acres in Collin County, Texas, generally located northeast of the intersection of South Ballard and Pleasant Valley Road. **A2017-03**

Recommendation

Conduct Public Hearing only. No action is necessary.

Discussion

This annexation is at the request of the property owner, **Bloomfield Homes, LP** and the representative **Douglas Properties**. The subject tract is contiguous to the corporate city limits of Wylie, as required by law. The applicant desires to bring the subject tract into the city and develop it in accordance with the Development Agreement executed October 8, 2017. Planned Development 2016-27 District.

Exhibits attached: Exhibit "A" Legal Descriptions; Exhibit "B" Survey Exhibit; Exhibit "C" Concept Exhibit, Exhibit "D" Development Agreement.

Before a municipality may begin annexation proceedings, the governing body of the municipality must conduct two (2) public hearings at which persons interested in the annexation are given the opportunity to be heard. The notice for each hearing must be published at least once on or after the 20th day but before the 10th day before the date of the hearing and must remain posted on the municipality's website until the date of the hearing. In compliance with state law, the following schedule has been adhered to:

Notice published for Public Hearings	September 6, 2017 and September 27, 2017
First Public Hearing	September 26, 2017
Second Public Hearing	October 10, 2017
Adoption of Ordinance	October 24, 2017

Article 1, Section 3 of the Wylie City Charter authorizes the City Council to adjust boundaries. This annexation is being conducted in compliance with Sections 43.052 (h) (2) and 43.063 of the Local Government Code.



ANNEXATION APPLICATION
CITY OF WYLIE PLANNING DEPARTMENT (972) 516-6320

Property Description:

Survey Name and Abstract No.: D.W. Williams Survey Ab 980 William Sutton 860
Tract Number(s): 18, 5 Number of Acres: 51.66
Number of People Living on Each Tract of Land (attach an additional sheet if necessary): 0

Current Property
Owner's Name: Bloomfield Homes, LP
Company:
Address: 1060, E Hwy 114, suite 210
City, State, Zip: Southlake, TX 76092
Phone #: 817-416-1572
Fax #: 817-146-1397
E-Mail Address: Tim@Bloomfieldhomes.com
Owner's Signature: [Signature]
Timothy M Stewart
Representative's Name: JR Douglas
Company: Douglas Properties
Address: 2309 Ave K, Suite 600
City, State, Zip: Plano, TX 75074
Phone #: 972-422-1659
Fax #: 972-516-2254
E-Mail Address: JR.Douglas@yahoo.com

Submittal Requirements

Application
Application Fee: \$200

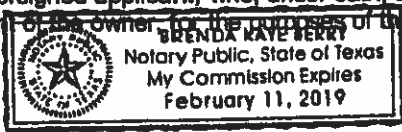
Metes and bounds description of the property with a graphic exhibit. The metes and bounds description and the graphic exhibit must contain an original seal and signature of a registered professional land surveyor and shall be on an 8 1/2" x 11" sheet of paper.

An exhibit depicting the location of the property in location to the nearest existing or future major thoroughfare north, south, east, and west of the property.

TO BE COMPLETED BY PROPERTY OWNER OR THEIR REPRESENTATIVE:

STATE OF TEXAS
COUNTY OF Collin

BEFORE ME, a Notary Public, on this day personally appeared JR Douglas the undersigned applicant, who, under oath, stated the following: "I hereby certify that I am the owner, or duly authorized agent of the owner, for the purposes of this application; that all information submitted herein is true and correct."



Owner, Applicant, or Representative

SUBSCRIBED AND SWORN TO before me, this the 23 day of August 2017
My Commission expires 2/11/19

Notary Public in & for the State of Texas

OFFICE USE ONLY

Location of Property: Housery & Hale

This application meets the Planning Department's requirements for processing.

Case Number: Annex 17-03
Receipt # 278953

Signature

Date

EXHIBIT "A"

29.677 Acre Zoning Exhibit

Legal Description

BEING a 29.677 acre tract of land situated in the D.W. Williams Survey, Abstract 980, Collin County, Texas, and being a part of that certain called 32-1/2 acre tract of land described in deed to the Mary Stone Howrey Living Trust, recorded as Instrument 20110217000178570, Deed Records, Collin County, Texas, said 29.677 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2-inch iron rod found for the northeast corner of said 32-1/2 acre tract and the northwest corner of Southbrook Phase I, an addition to the City of Wylie, as recorded in Cabinet P, Page 987, Plat Records, Collin County, Texas, said point also being in the south line of a 7.0105 acre tract described in a deed to James Gee and Stacy Gee recorded as Instrument 20080311000291280, Deed Records, Collin County, Texas;

THENCE South 01 degrees 01 minutes 25 seconds West, with the common boundary lines of said Southbrook Phase I and said 32-1/2 acre tract, at 950.00 feet passing the southwest corner of said Southbrook Phase I common to the northwest corner of a 0.9958 acre tract of land described in deed to Richard Alan Cermack and Ann Marie Cermack, as recorded in Instrument 20121228001646720 of said Deed Records and continuing along the common line of said 32-1/2 acre and 0.9958 tract, at 1213.97 feet passing the southwest corner of said 0.9958 acre tract common to the northwest corner of a called 2.00 acre tract described in a deed to Carl Foster and wife Gladys Foster as recorded in Volume 528, Page 213 of said Deed Records and continuing with the west line of said 2.00 acre tract for a total distance of 1450.00 feet to a 5/8-inch iron rod with yellow cap stamped "RPLS 3963" set for corner at an interior corner of said 32-1/2 acre tract and the southwest corner of said 2.00 acre tract;

THENCE South 54 degrees 28 minutes 51 seconds East, with the common boundary lines of said 32-1/2 acre tract and said 2.00 acre tract at a call of 182.82 feet passing the southeast corner thereof, and continuing with the southwest lines of Tract II and Tract III, described in deed to Brenda Lee Hensley, as recorded in Instrument 20071127001587490 of said Deed Records, a 1.4376 acre tract of land described in deed to Jerry Hensley and Brenda Hensley, as recorded in County Clerk file 94-0078144 of said Deed Records, a 4.2466 acre tract of land described in deed to Jerry Hensley and Brenda Hensley, as recorded in County Clerk file 95-0043284 of said Deed Records, and the southwest line of the remainder of a 61.453 acre tract described in a deed to Gladys P. Foster as recorded in Volume 3169, Page 859 of said Deed Records, for a total distance of 1172.93 feet to a 60d Nail found for corner in a fence post at a common corner of said 32-1/2 acre and 61.453 acre tract;

THENCE South 03 degrees 09 minutes 19 seconds East, with a common boundary line of said 32-1/2 acre and 61.453 acre tract, a distance of 168.63 feet to a 60d nail found for the south east corner of said 32-1/2 acre tract and an exterior ell corner of said 61.453 acre tract, said corner being in the north boundary line of a 21.998 acre tract of land described in deed to Cecil Hale, as recorded in Volume 5166, Page 1868 of said Deed Records;

THENCE North 89 degrees 32 minutes 09 seconds West, with the common boundary line of said 32-1/2 acre tract and said 21.998 acre tract, a distance of 167.43 feet to a 5/8-inch iron rod with cap (3949) found at the northwest corner of said 21.998 acre tract and the east corner of a 3.000 acre tract of land described in deed to Peter P. Brady and Denise Brady, as recorded in Volume 5912, Page 1996 of said Deed Records

THENCE North 89 degrees 32 minutes 41 seconds West, continuing with the common boundary line of said 3.000 and said 32-1/2 acre tract, a distance of 736.05 feet to a "PK" nail set for corner at a southerly corner of said 32-1/2 acre tract and the west corner of said 3.000 acre tract, from which a 5/8-inch iron rod with cap (3949) found for reference bears South 89 degrees 32 minutes 41 seconds East a distance of 28.54 feet, said corner being in the center of Pleasant Valley Road, a 50 ft. +- public road right-of-way by occupation, (no record found);

THENCE North 45 degrees 16 minutes 24 seconds West, with the southwest boundary line of said 32 1/2 acre tract and the center of said Pleasant Valley Road, a distance of 664.12 feet to a PK Nail set for corner;

THENCE North 44 degrees 43 minutes 21 seconds East, a distance of 27.66 feet to a 5/8-inch iron rod with yellow cap stamped "RPLS 3963" set for corner at the most eastern southeast corner of a 1.6899 acre tract of land described in deed to the City of Wylie, recorded as Instrument No. 20141013001118200 of said Deed Records;

North 45 degrees 16 minutes 39 seconds West, along a boundary line of last mentioned tract a distance of 115.19 feet to a 5/8-inch iron rod with yellow cap stamped "RPLS 3963" set for corner at a cut back corner of the new right-of-way of South Ballard Avenue as established by last mentioned deed;

Thence along and with the easterly lines of said 1.6899 acre tract and South Ballard Avenue (variable width right-of-way) the following courses:

North 10 degrees 28 minutes 06 seconds West, a distance of 41.05 feet, at the beginning of a non-tangent curve to the left having a radius of 910.00 feet and a chord which bears North 14 degrees 01 minutes 03 seconds East, a distance of 301.57 feet;

Northwesterly, with said curve to the left, through a central angle of 19 degrees 04 minutes 32 seconds, an arc distance of 302.97 feet to a 5/8-inch iron rod with yellow cap stamped "RPLS 3963" set for the end of said curve;

North 04 degrees 28 minutes 47 seconds East, a distance of 138.58 feet to a to a 5/8-inch iron rod with yellow cap stamped "RPLS 3963" set for corner;

North 47 degrees 14 minutes 07 seconds East, a distance of 22.03 feet to a to a 5/8-inch iron rod with yellow cap stamped "RPLS 3963" set for corner;

South 89 degrees 59 minutes 27 seconds East, a distance of 56.31 feet to a to a 5/8-inch iron rod with yellow cap stamped "RPLS 3963" set for corner at the southwest corner of Elm Drive, a proposed 50 ft. asphalt public road by said 1.6899 acre tract (prescriptive road, no record found);

North 00 degrees 00 minutes 33 seconds West, a distance of 50.00 feet to a to a 5/8-inch iron rod with yellow cap stamped "RPLS 3963" set for corner at the northwest corner of said Elm Drive;

South 89 degrees 59 minutes 27 seconds West, a distance of 52.38 feet to a to a 5/8-inch iron rod with yellow cap stamped "RPLS 3963" set for corner;

North 42 degrees 45 minutes 53 seconds West, a distance of 20.37 feet to a to a 5/8-inch iron rod with yellow cap stamped "RPLS 3963" set for corner;

North 04 degrees 28 minutes 47 seconds East, a distance of 110.41 feet to a 5/8-inch iron rod with yellow cap stamped "RPLS 3963" set at the beginning of a tangent curve to the left having a radius of 2929.79 feet, and a chord which bears North 02 degrees 29 minutes 25 seconds East, a distance of 203.43 feet;

Northeasterly, with said curve to the left, through a central angle of 03 degrees 58 minutes 45 seconds, an arc distance of 203.47 feet to a 5/8-inch iron rod with yellow cap stamped "RPLS 3963" set for the end of said curve;

North 00 degrees 30 minutes 02 seconds East, a distance of 363.87 feet to a 5/8-inch iron rod with yellow cap stamped "RPLS 3963" set at the beginning of a tangent curve to the right having a radius of 1070.00 feet, and a chord which bears North 02 degrees 25 minutes 07 seconds East, a distance of 71.63 feet;

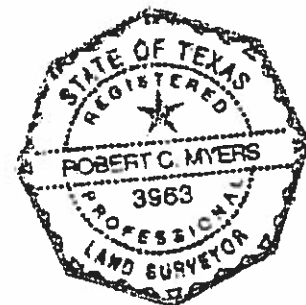
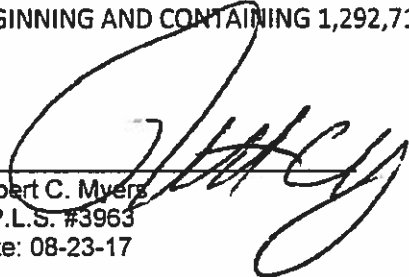
Northeast, with said curve to the right, through a central angle of 03 degrees 50 minutes 10 seconds, an arc distance of 71.64 feet to a 5/8-inch iron rod with yellow cap stamped "RPLS 3963" set at the end of said curve and the beginning of a reverse curve to the left having a radius of 1170.00 feet, and a chord which bears North 02 degrees 26 minutes 23 seconds East, a distance of 77.46 feet;

Northeast, with said curve to the left, through a central angle of 03 degrees 47 minutes 38 seconds, an arc distance of 77.47 feet to a 5/8-inch iron rod with yellow cap stamped "RPLS 3963" set at the end of said curve;

North 00 degrees 32 minutes 34 seconds East, a distance of 350.10 feet to a 5/8-inch iron rod with yellow cap stamped "RPLS 3963" set in the south line of said 7.0105 acre tract and the north line of said 32-1/2 acre tract;

THENCE South 89 degrees 34 minutes 06 seconds East, with the common boundary line of said 7.0105 acre tract and said 32-1/2 acre tract, a distance of 386.68 feet to the POINT OF BEGINNING AND CONTAINING 1,292,712 square feet or 29.677 acres of land.

Robert C. Myers
R.P.L.S. #3963
Date: 08-23-17



21.992 Acre Zoning Legal

BEING a 21.992 acre tract of land situated in the William Sutton Survey, Abstract No. 860, Collin County, Texas, and being all of that tract of land described in a deed to Cecil Hale, recorded in Volume 5166, Page 1868, Deed Records, Collin County, Texas (DRCCT), and being more particularly described as follows:

BEGINNING at a point for corner near the centerline of Pleasant Valley Road at the southwest corner of said Hale tract, common to the northwest corner of a called 1 acre tract of land described in deed to Sanford Tucker, recorded as Instrument No. 20080627000788320, (DRCCT), from which a 5/8" iron rod with a cap stamped "5319" found for reference bears North 85°33'04" East, a distance of 26.45 feet;

THENCE North 45°04'43" West, along the centerline of said Pleasant Valley Road and the southwest line of said Hale tract a distance of 343.64 feet to a point for corner at the most western corner thereof, common to the most southern corner of a called 3 acre tract of land described in deed to Peter P. Brady & Denise Brady, recorded in Volume 5912, Page 1996, (DRCCT), from which a 5/8" iron rod with a cap stamped "3949" found for reference bears, North 46°58'57" East, a distance of 20.13 feet;

THENCE North 46°58'57" East, along the common line of said Hale tract and said Brady tract, a distance of 516.04 feet to a 5/8" iron rod with a cap stamped "3949" found in the south line of a called 32.5 acre tract of land described in deed to Mary Stone Howrey Living Trust, recorded as Instrument No. 20110217000178570, (DRCCT), at the most northern northwest corner of said Hale tract;

THENCE South 89°32'09" East, along the north line of said Hale tract, and along the south lines of said 32.5 acre tract, the remainder of a 61.453 acre tract recorded in Volume 3169, Page 859, (DRCCT), and a called 21.0749 acre tract recorded as Instrument No. 96-0002217, (DRCCT), respectively, passing at a distance of 167.43 feet, a "60D" nail found at the southeast corner of said 32.5 acre tract, common to the southwest corner of said remainder of 61.453 acre tract, and continuing for a total distance of 1342.38 feet to the base location of a leaning 3/4" solid iron rod found for corner at an angle point;

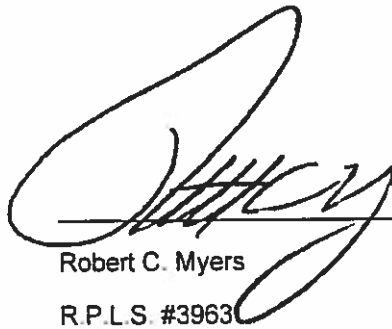
THENCE South 85°32'52" East, continuing along the north line of said Hale tract, and along the south lines of said 21.0749 acre tract and a called 20.0749 acre tract of land described in deed to Ricky Ray Foster, recorded as Instrument No. 98-0007168, (DRCCT), a distance of 270.22 feet to a point for corner in a 20" elm tree at the northeast corner of said Hale tract, from which a 5/8" iron rod with a yellow plastic cap stamped "RPLS 3963" set for reference bears, South 71°36'17" West, a distance of 3.55 feet;

THENCE South 07°30'44" West, along the east lint of said Hale tract, a distance of 166.14 feet to a wooden fence post found for corner at an angle point;

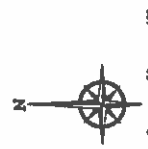
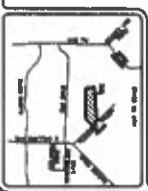
THENCE South 17°33'22" East, continuing along the east line of said Hale tract and with the remnants of an old fence line, a distance of 265.36 feet to a wooden fence post found for corner at the southeast corner thereof and being in the north line of a called 10.947 acre tract of land described in deed to David Anderson, recorded as Instrument No. 20120906001118340, (DRCCT), from which a 1/2" iron rod with a cap stamped "4819" found at an exterior corner of Lot 4, Block A, of Braddock Place Phase II, recorded as Instrument No. 20130725010002230 (PRCCT) bears South 65°26'27" East a distance of 0.77 feet;

THENCE South 84°31'04" West, along the common line of said Hale tract and said 10.947 acre tract a distance of 264.00 feet to a point for corner at an angle point, from which a 5/8" iron rod with a yellow plastic cap stamped "RPLS 3963" set for reference bears, North 78°10'55" West, a distance of 54.40 feet;

THENCE South 85°33'04" West, along the south line of said Hale tract, and along the north lines of said 10.947 acre tract, a called 4.965 acre tract recorded in Volume 3097, Page 003, (DRCCT), a called 1.000 acre tract recorded as Instrument No. 20070220000230660, and said Tucker tract, respectively, passing at a distance of 435.13 feet, a 1/2" iron rod found at the northwest corner of said 10.947 acre tract, common to the northeast corner of said 4.965 acre tract, and continuing for a total distance of 1545.90 feet to THE PLACE OF BEGINNING and containing 21.992 acres or 957,978 square feet of land.


08-23-17
Robert C. Myers
R.P.L.S. #3963





REMARKS:

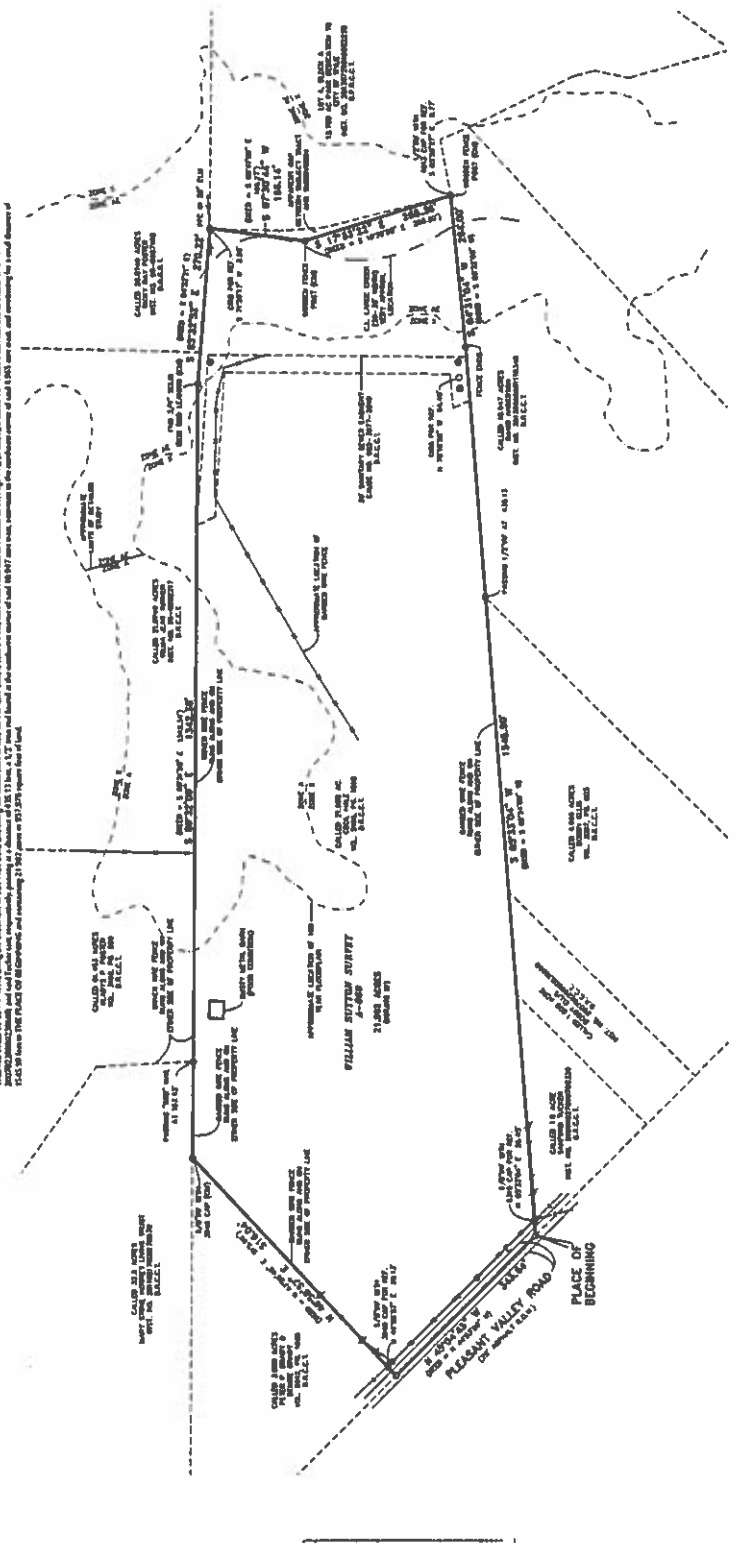
1. 11,582.00 sq. ft. of land owned by the Williams Survey, Adams Co., West Virginia, being, and being off of the east of land described as a deed in Case No. 10000, Deed Book, Carter County, West Virginia, and being more particularly described as follows:

2. 11,582.00 sq. ft. of land owned by the Williams Survey, Adams Co., West Virginia, being, and being off of the east of land described as a deed in Case No. 10000, Deed Book, Carter County, West Virginia, and being more particularly described as follows:

3. 11,582.00 sq. ft. of land owned by the Williams Survey, Adams Co., West Virginia, being, and being off of the east of land described as a deed in Case No. 10000, Deed Book, Carter County, West Virginia, and being more particularly described as follows:

4. 11,582.00 sq. ft. of land owned by the Williams Survey, Adams Co., West Virginia, being, and being off of the east of land described as a deed in Case No. 10000, Deed Book, Carter County, West Virginia, and being more particularly described as follows:

5. 11,582.00 sq. ft. of land owned by the Williams Survey, Adams Co., West Virginia, being, and being off of the east of land described as a deed in Case No. 10000, Deed Book, Carter County, West Virginia, and being more particularly described as follows:



LEGEND	
---	1/2\"/>

EXHIBIT "B"

LAND TITLE SURVEY
OF
21,992 ACRES
SITUATED IN THE
WILLIAM BUTTON SURVEY, ASSET, NO. 860
CITY OF WYLE, COLLIN COUNTY, TEXAS

R.C. MYERS SURVEYING, LLC
Professional Professional Land Surveyors
10000 DALLAS STREET, SUITE 100
DALLAS, TEXAS 75243
PHONE: 972.443.1111
WWW.RCMYSERSURVEYING.COM

Client: DOUGLAS PROPERTIES, INC.
Job No.: 217 Date: 06-16-17
Drawn by: JMT

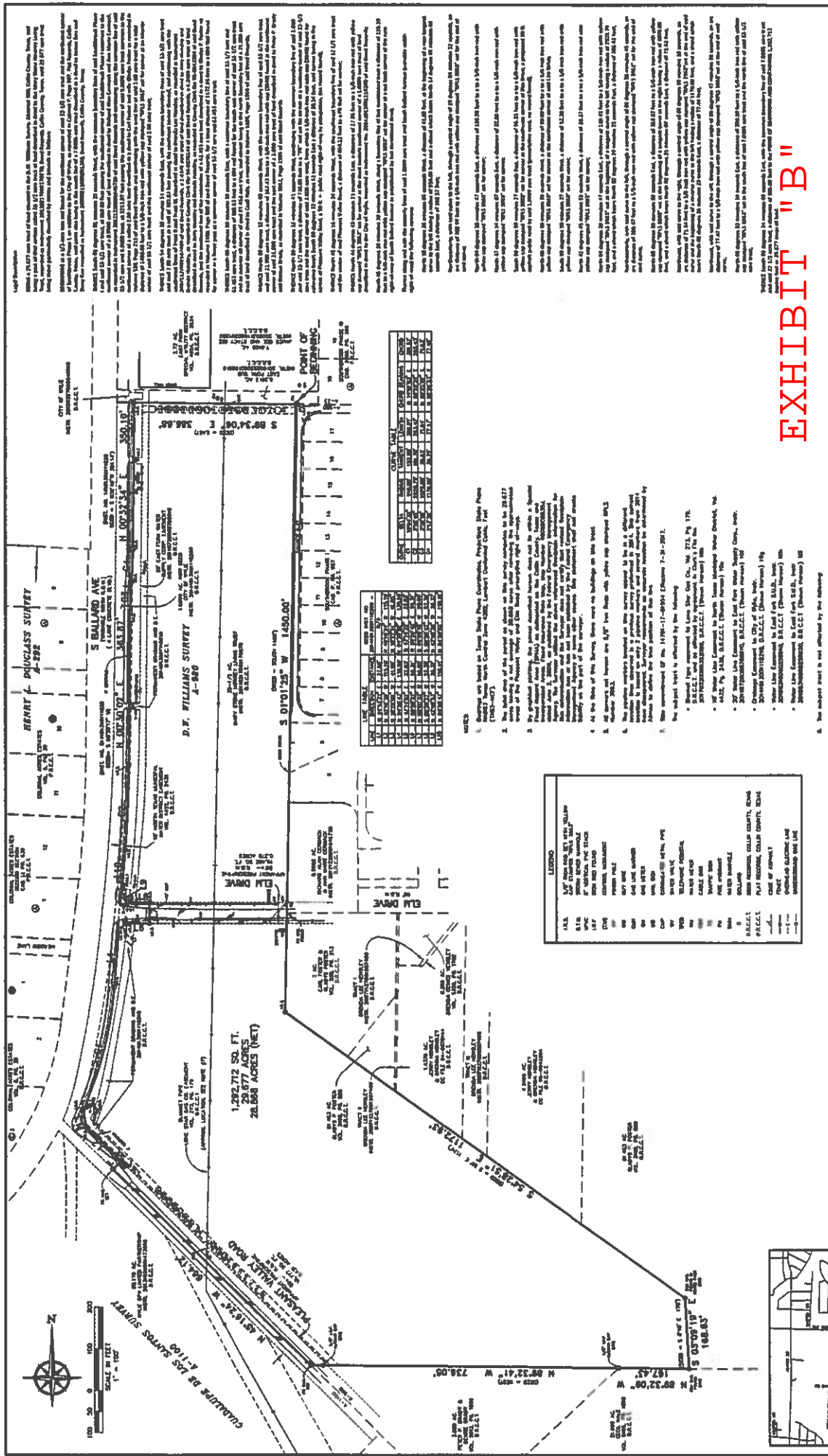
STATE OF TEXAS
COUNTY OF COLLIN

I, Robert C. Myers, Registered Professional Land Surveyor, do hereby certify that the plat represents the results of a survey made on the ground and in accordance with the provisions of the Surveyors' and Land Surveyors' Act, Chapter 131, Act of the 46th Legislature, 1951, and the rules and regulations of the State Board of Land Surveyors, and that the same are true and correct to the best of my knowledge and belief.

ROBERT C. MYERS
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 10000

- DEED CERTIFICATION FACTORS**
- The subject matter of this deed is affected by the following:
 - Deed No. 10000, Deed Book, Carter County, West Virginia, dated July 20, 2007, and being more particularly described as follows:
 - Deed No. 10000, Deed Book, Carter County, West Virginia, dated July 20, 2007, and being more particularly described as follows:
 - Deed No. 10000, Deed Book, Carter County, West Virginia, dated July 20, 2007, and being more particularly described as follows:
 - The subject matter of this deed is affected by the following:
 - Deed No. 10000, Deed Book, Carter County, West Virginia, dated July 20, 2007, and being more particularly described as follows:
 - Deed No. 10000, Deed Book, Carter County, West Virginia, dated July 20, 2007, and being more particularly described as follows:
 - Deed No. 10000, Deed Book, Carter County, West Virginia, dated July 20, 2007, and being more particularly described as follows:

- This survey was prepared with the best of skill and care in accordance with the provisions of the Surveyors' and Land Surveyors' Act, Chapter 131, Act of the 46th Legislature, 1951, and the rules and regulations of the State Board of Land Surveyors, and that the same are true and correct to the best of my knowledge and belief.
- The survey was prepared with the best of skill and care in accordance with the provisions of the Surveyors' and Land Surveyors' Act, Chapter 131, Act of the 46th Legislature, 1951, and the rules and regulations of the State Board of Land Surveyors, and that the same are true and correct to the best of my knowledge and belief.
- The survey was prepared with the best of skill and care in accordance with the provisions of the Surveyors' and Land Surveyors' Act, Chapter 131, Act of the 46th Legislature, 1951, and the rules and regulations of the State Board of Land Surveyors, and that the same are true and correct to the best of my knowledge and belief.
- The survey was prepared with the best of skill and care in accordance with the provisions of the Surveyors' and Land Surveyors' Act, Chapter 131, Act of the 46th Legislature, 1951, and the rules and regulations of the State Board of Land Surveyors, and that the same are true and correct to the best of my knowledge and belief.
- The survey was prepared with the best of skill and care in accordance with the provisions of the Surveyors' and Land Surveyors' Act, Chapter 131, Act of the 46th Legislature, 1951, and the rules and regulations of the State Board of Land Surveyors, and that the same are true and correct to the best of my knowledge and belief.



LAND TITLE SURVEY
OF
29.877 ACRES
SITUATED IN THE
D.W. WILLIAMS SURVEY ABST. NO. 980
CITY OF WYLE, COLLIN COUNTY, TEXAS

RC MYERS SURVEYING, LLC
Registered Professional Land Measurement Firm
BIRMINGHAM, TEXAS
1925 FARMERS RD.
WYLE, TEXAS 75201
PHONE: (972) 498-8888
FAX: (972) 498-8889
WWW.RCMYSERSURVEYING.COM

EXHIBIT "B"

Drawn by: **DR** Check by: **DR** Date: **08/08/2017**

1. The survey was conducted in accordance with the Texas Surveying Act, Chapter 81, Texas Property Code, and the Texas Rules of Professional Surveying and Subdivision. The survey was conducted on August 15, 2017, and the results are as follows:

2. The total area of the parcel is 29.877 acres, which is equal to 1,292,712 square feet. The area is divided into 10 lots, each of which is described as follows:

Lot	Area (Acres)	Area (Square Feet)
1	1.000	43,560
2	1.000	43,560
3	1.000	43,560
4	1.000	43,560
5	1.000	43,560
6	1.000	43,560
7	1.000	43,560
8	1.000	43,560
9	1.000	43,560
10	1.000	43,560

3. The survey was conducted in accordance with the Texas Surveying Act, Chapter 81, Texas Property Code, and the Texas Rules of Professional Surveying and Subdivision. The survey was conducted on August 15, 2017, and the results are as follows:

4. The survey was conducted in accordance with the Texas Surveying Act, Chapter 81, Texas Property Code, and the Texas Rules of Professional Surveying and Subdivision. The survey was conducted on August 15, 2017, and the results are as follows:

5. The survey was conducted in accordance with the Texas Surveying Act, Chapter 81, Texas Property Code, and the Texas Rules of Professional Surveying and Subdivision. The survey was conducted on August 15, 2017, and the results are as follows:

6. The survey was conducted in accordance with the Texas Surveying Act, Chapter 81, Texas Property Code, and the Texas Rules of Professional Surveying and Subdivision. The survey was conducted on August 15, 2017, and the results are as follows:

7. The survey was conducted in accordance with the Texas Surveying Act, Chapter 81, Texas Property Code, and the Texas Rules of Professional Surveying and Subdivision. The survey was conducted on August 15, 2017, and the results are as follows:

8. The survey was conducted in accordance with the Texas Surveying Act, Chapter 81, Texas Property Code, and the Texas Rules of Professional Surveying and Subdivision. The survey was conducted on August 15, 2017, and the results are as follows:

9. The survey was conducted in accordance with the Texas Surveying Act, Chapter 81, Texas Property Code, and the Texas Rules of Professional Surveying and Subdivision. The survey was conducted on August 15, 2017, and the results are as follows:

10. The survey was conducted in accordance with the Texas Surveying Act, Chapter 81, Texas Property Code, and the Texas Rules of Professional Surveying and Subdivision. The survey was conducted on August 15, 2017, and the results are as follows:

11. The survey was conducted in accordance with the Texas Surveying Act, Chapter 81, Texas Property Code, and the Texas Rules of Professional Surveying and Subdivision. The survey was conducted on August 15, 2017, and the results are as follows:

12. The survey was conducted in accordance with the Texas Surveying Act, Chapter 81, Texas Property Code, and the Texas Rules of Professional Surveying and Subdivision. The survey was conducted on August 15, 2017, and the results are as follows:

13. The survey was conducted in accordance with the Texas Surveying Act, Chapter 81, Texas Property Code, and the Texas Rules of Professional Surveying and Subdivision. The survey was conducted on August 15, 2017, and the results are as follows:

14. The survey was conducted in accordance with the Texas Surveying Act, Chapter 81, Texas Property Code, and the Texas Rules of Professional Surveying and Subdivision. The survey was conducted on August 15, 2017, and the results are as follows:

15. The survey was conducted in accordance with the Texas Surveying Act, Chapter 81, Texas Property Code, and the Texas Rules of Professional Surveying and Subdivision. The survey was conducted on August 15, 2017, and the results are as follows:

16. The survey was conducted in accordance with the Texas Surveying Act, Chapter 81, Texas Property Code, and the Texas Rules of Professional Surveying and Subdivision. The survey was conducted on August 15, 2017, and the results are as follows:

17. The survey was conducted in accordance with the Texas Surveying Act, Chapter 81, Texas Property Code, and the Texas Rules of Professional Surveying and Subdivision. The survey was conducted on August 15, 2017, and the results are as follows:

18. The survey was conducted in accordance with the Texas Surveying Act, Chapter 81, Texas Property Code, and the Texas Rules of Professional Surveying and Subdivision. The survey was conducted on August 15, 2017, and the results are as follows:

19. The survey was conducted in accordance with the Texas Surveying Act, Chapter 81, Texas Property Code, and the Texas Rules of Professional Surveying and Subdivision. The survey was conducted on August 15, 2017, and the results are as follows:

20. The survey was conducted in accordance with the Texas Surveying Act, Chapter 81, Texas Property Code, and the Texas Rules of Professional Surveying and Subdivision. The survey was conducted on August 15, 2017, and the results are as follows:



NOTES: 1. All utility lines are shown as they exist and shall not be moved or installed. 2. City dimensions and setbacks are shown in all cases and shall prevail over all other dimensions and setbacks. 3. Building setbacks are shown in all cases.

LINE #	DESCRIPTION	LENGTH	WIDTH	AREA	PERCENT	REMARKS
101	LINE 1	100.00	10.00	1000.00	10.00%	
102	LINE 2	100.00	10.00	1000.00	10.00%	
103	LINE 3	100.00	10.00	1000.00	10.00%	
104	LINE 4	100.00	10.00	1000.00	10.00%	
105	LINE 5	100.00	10.00	1000.00	10.00%	
106	LINE 6	100.00	10.00	1000.00	10.00%	
107	LINE 7	100.00	10.00	1000.00	10.00%	
108	LINE 8	100.00	10.00	1000.00	10.00%	
109	LINE 9	100.00	10.00	1000.00	10.00%	
110	LINE 10	100.00	10.00	1000.00	10.00%	
111	LINE 11	100.00	10.00	1000.00	10.00%	
112	LINE 12	100.00	10.00	1000.00	10.00%	
113	LINE 13	100.00	10.00	1000.00	10.00%	
114	LINE 14	100.00	10.00	1000.00	10.00%	
115	LINE 15	100.00	10.00	1000.00	10.00%	
116	LINE 16	100.00	10.00	1000.00	10.00%	
117	LINE 17	100.00	10.00	1000.00	10.00%	
118	LINE 18	100.00	10.00	1000.00	10.00%	
119	LINE 19	100.00	10.00	1000.00	10.00%	
120	LINE 20	100.00	10.00	1000.00	10.00%	

LINE #	DESCRIPTION	LENGTH	WIDTH	AREA	PERCENT	REMARKS
201	LINE 21	100.00	10.00	1000.00	10.00%	
202	LINE 22	100.00	10.00	1000.00	10.00%	
203	LINE 23	100.00	10.00	1000.00	10.00%	
204	LINE 24	100.00	10.00	1000.00	10.00%	
205	LINE 25	100.00	10.00	1000.00	10.00%	
206	LINE 26	100.00	10.00	1000.00	10.00%	
207	LINE 27	100.00	10.00	1000.00	10.00%	
208	LINE 28	100.00	10.00	1000.00	10.00%	
209	LINE 29	100.00	10.00	1000.00	10.00%	
210	LINE 30	100.00	10.00	1000.00	10.00%	

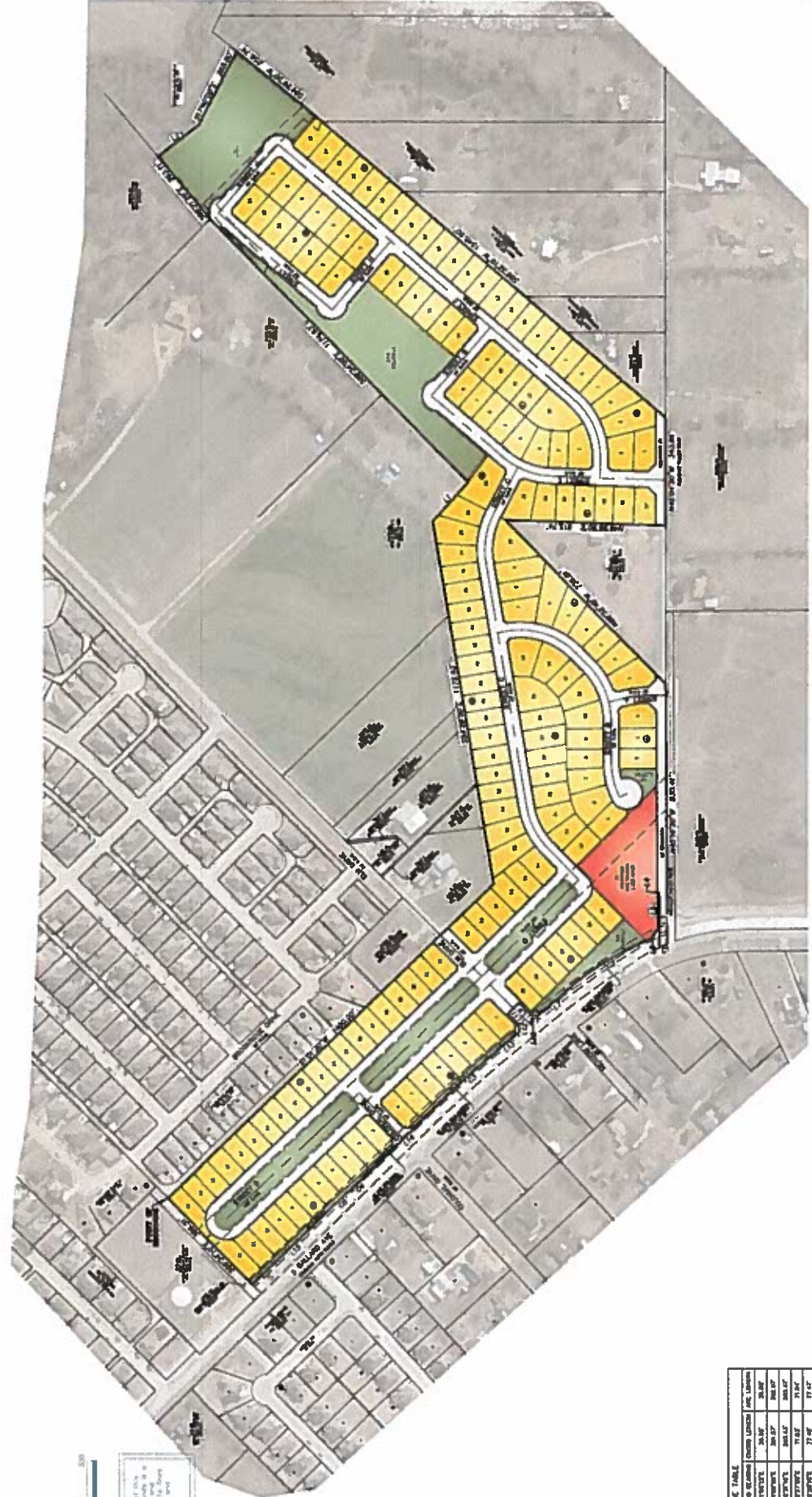
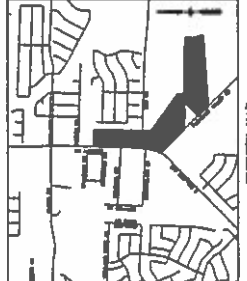


EXHIBIT "C"

ZONING EXHIBIT
EMERALD VISTA
 160 RESIDENTIAL LOTS
 9 OPER SPACE LOTS
 1 FIRE STATION BITE
 BEING
 51,708 ACRES
 SITUATED IN THE
 WILLIAM BUTLER SURVEY, DIST. NO. 660
 CITY OF WITTE ST. COLUMB. COUNTY, TEXAS

OWNER
KENT STONE, SUITE 110
 1100 W. 11th St.
 FORT WORTH, TX 76104
CREATED BY
BRUCE COLLETT, P.E.
 DALLAS TEXAS 75201

DESIGNER
POWELL PROPERTIES, INC.
 2200 S. AVENUE, SUITE 100
 FORT WORTH, TX 76104
 (817) 353-8000

DATE 04-14-2007
SCALE 1/8" = 1'-0"

NOTES:
 1. Survey is based on Texas State Plane Coordinate System - 1983 (Texas 83) datum.
 2. The State of Texas is divided into 254 counties. This project is located in Tarrant County, Texas.
 3. The City of Fort Worth is divided into 10 wards. This project is located in Ward 10, Fort Worth, Texas.
 4. The project is located on the corner of 11th Street and 22nd Street, Fort Worth, Texas.
 5. The project is located on the corner of 11th Street and 22nd Street, Fort Worth, Texas.

As shown on this map, the proposed project is located on the corner of 11th Street and 22nd Street, Fort Worth, Texas. The project is located on the corner of 11th Street and 22nd Street, Fort Worth, Texas.

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

After Recording Return To:

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

DEVELOPMENT AGREEMENT (Pending Annexation)
(Howrey Tract and Hale Tract)

THIS DEVELOPMENT AGREEMENT ("Agreement") is executed this 8th day of October, 2017 ("Effective Date"), by and among the **City of Wylie, Texas**, a home-rule municipality existing under the laws of the State of Texas ("City"); the **Howrey Mary Stone Living Trust**, a trust existing under the laws of the State of Texas ("Trust"); **Cecil Hale**, an individual residing in the State of Texas ("Hale" and together with the Trust, the "Owners"); and **Douglas Properties, Inc.**, a Texas corporation ("Developer"). City, Owners and Developer are individually and collectively referred to herein, respectively, as "party" or "parties".

RECITALS

WHEREAS, the Trust is the sole owner of 31.474± acres of land situated in the D.W. Williams Survey, Abstract No. 980, located in the extraterritorial jurisdiction ("ETJ") of the City of Wylie, Collin County, Texas, as more particularly described in Exhibit A-1, attached hereto and incorporated herein for all purposes (the "Howrey Tract"); and

WHEREAS, Hale is the sole owner of 21.998± acres of land situated in the William Sutton Survey, Abstract No. 860, located in the ETJ of the City of Wylie, Collin County, Texas, as more particularly described in Exhibit A-2, attached hereto and incorporated herein for all purposes (the "Hale Tract" and together with the Howrey Tract, the "Property"); and

WHEREAS, Owners anticipate selling each portion of the Property to Developer at the same time, with the expected closing to occur on or before October 15, 2017 (the actual date of closing is hereinafter referred to as "Closing"); and

WHEREAS, Developer intends to develop the Property as a planned development known as Emerald Vista ("Development"); and

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

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

WHEREAS, within sixty (60) calendar days of Developer obtaining fee simple title to the Property from Owners, Developer shall submit an annexation application ("Annexation Application"), on the form approved by the City, requesting the City Council to voluntarily annex the Property, said Annexation Application to include any and all documents, signatures or other information required by the City's ordinances, rules and regulations, as they exist, may be amended or in the future arising; and

WHEREAS, after submission of the Annexation Application, City Staff will place the Annexation Application on the next available City Council agenda for its consideration and possible action, in accordance with Chapter 43 of the Texas Local Government Code, recommending that the City Council approve the Annexation Application and annex the Property into the corporate limits of the City ("Annexation Ordinance"); and

WHEREAS, in consideration of the City Council's consideration and possible approval of the Annexation Ordinance, Developer and Owners, in accordance with the provisions of Section 212.172 of the Texas Local Government Code, hereby agree that unless and until the Annexation Ordinance and Zoning Ordinance Amendment (hereinafter defined) are approved and become effective in accordance with the City Charter and applicable law, the Property shall be developed in accordance with the Zoning Ordinance and the proposed planned development standards applicable to the Property, as set forth in Exhibit B, attached hereto and incorporated herein by reference for all purposes, and any and all other ordinances, rules, codes, regulations and requirements of the City, as they exist, may be amended or in the future arising (collectively, "Regulations"), and that the City is entitled to enforce the Regulations the same as if the Property was located wholly within the corporate limits of the City; and

WHEREAS, provided that the City Council adopts the Annexation Ordinance, Developer and Owners, if necessary, shall, within thirty (30) calendar days of the City Council's adoption of the Annexation Ordinance, submit a zoning application ("Zoning Application"), on the form approved by the City, requesting the City Council to amend the Zoning Ordinance for the sole purpose of including the Property in the Zoning Ordinance, said Zoning Application shall include any and all documents, signatures or other information required by the City's ordinances, rules and regulations, as they exist, may be amended or in the future arising; and

WHEREAS, after submission of the Zoning Application, City Staff will place the Zoning Application on the next available Planning and Zoning Commission ("P&Z") agenda for its consideration and possible action, requesting that the P&Z provide a favorable recommendation of the Zoning Application to the City Council; and

WHEREAS, after P&Z provides its recommendation to the City Council regarding the Zoning Application, City Staff will place the Zoning Application on the next available City Council agenda for its consideration and possible action, recommending that the City Council approve the Zoning Application thereby including the Property in an ordinance amending the Zoning Ordinance ("Zoning Ordinance Amendment"); and

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

WHEREAS, the parties desire to enter into this Agreement according to the terms and conditions set forth below.

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

1. **Findings Incorporated**. The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are hereby incorporated into the body of this Agreement.

2. **Land Subject to Agreement.** The land that is subject to this Agreement is the Property. The Trust represents and warrants that it is the sole owner of the Howrey Tract. Hale represents and warrants that he is the sole owner of the Hale Tract.

3. **Annexation/Enforcement/Waiver and Release/Term.**

(a) It is specifically understood and agreed between the City and Owners that the Property is outside of the City's corporate limits and that the City has not identified the Property in its annexation plan, if such plan exists. However, it is understood and agreed that the City currently has the required public improvements ("Improvements") in place to serve the Property and that Owners and/or Developer shall, at its/their sole cost and expense, be required to provide, construct and/or install any and all improvements necessary to connect the Property to the existing Improvements.

(b) Within sixty (60) calendar days of Developer obtaining fee simple title to the Property, Developer shall submit the Annexation Application, requesting the City Council to voluntarily annex the Property. Owners and Developer represent and warrant that there are no other parties in possession of any portion of the Property and that there will be no other parties in possession of any portion of the Property at the time the Annexation Application is submitted to the City. City Staff shall diligently process the Annexation Application in accordance with the Regulations and applicable state law, and Owners hereby acknowledge and agree that the City makes no warranties or guarantees with regard to the outcome of the Annexation Application. Developer shall bear all of the costs associated with the Annexation Application.

(c) Owners and Developer acknowledge and agree that this Agreement meets the requirement set forth in Section 43.035 of the Texas Local Government Code, if applicable, and that no further action shall be required of the City to any of the Owners or the Developer under Section 43.035 of the Texas Local Government Code, if applicable.

(d) City, Developer and Owners agree that this Agreement meets the requirements of a service plan, and shall serve as the service plan ("Annexation Service Plan") for the Property with respect to the Improvements and the municipal services ("Municipal Services") required under Section 43.065 of the Texas Local Government Code in the event that the Annexation Ordinance is adopted. With respect to the municipal services required in a service plan, the City shall provide such services in accordance with Section 43.065 of the Texas Local Government Code in the event that the Annexation Ordinance is adopted as contemplated in this Agreement. The City, Developer and Owners acknowledge and agree that in the event the Annexation Application is adopted as contemplated in this Agreement, this Agreement will be considered at the public hearings held under Section 43.063 of the Texas Local Government Code; that this Agreement represents the mutual understanding of the City, Developer and Owners with respect to the matters contained herein; and that no provision of any improvement or municipal service has been deleted. The City Council finds and determines that this proposed Annexation Service Plan will not provide any fewer Improvements or Municipal Services, and it will not provide a lower level of Improvements or Municipal Services to the Property proposed to be annexed, than were in existence in the area of the Property at the time immediately preceding the annexation process described herein. Should the Property consist of differing characteristics of topography, land utilization and population density, the parties agree that the level of Improvements and Municipal Services which may ultimately be provided in the newly annexed area of the Property may differ somewhat from the services provided in or to other areas of the City. If applicable, these differences are specifically dictated because of differing characteristics of the Property, and the City will undertake to provide the newly annexed area containing the Property with the same type, kind and quality of Improvements and Municipal Services presently enjoyed by the citizens of the City who reside in areas of similar topography, land utilization and population in accordance with Section

43.056(j) of the Texas Local Government Code, if applicable, in the event that the Annexation Ordinance is adopted as contemplated in this Agreement.

(e) UNLESS OTHERWISE EXPRESSLY STATED HEREIN, DEVELOPER AND OWNERS HEREBY WAIVE, RELEASE, DISCHARGE, RELINQUISH AND HOLD HARMLESS THE CITY OF AND FROM ANY AND ALL RIGHTS DEVELOPER AND/OR OWNERS MAY HAVE UNDER SECTIONS 43.056, 43.062, 43.065, 43.141 OR ANY OTHER PROVISION OF CHAPTER 43 OF THE TEXAS LOCAL GOVERNMENT CODE AS WELL AS ANY RIGHTS DEVELOPER AND/OR OWNERS MAY HAVE TO FILE A PETITION FOR DISANNEXATION OR ANY OTHER ACTION RESULTING FROM THE CITY'S FAILURE TO PROVIDE: (I) ANY ADDITIONAL INDIVIDUAL NOTICE TO DEVELOPER OR OWNERS REGARDING THE ANNEXATION AS CONTEMPLATED IN THIS AGREEMENT; AND/OR (II) ANY PORTION OF THE PROPERTY WITH THE IMPROVEMENTS OR MUNICIPAL SERVICES. THIS PARAGRAPH 3(E) SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

(f) In consideration of the City Council's consideration and possible approval of the Annexation Ordinance, Owners and Developer, in accordance with the provisions of Section 212.172 of the Texas Local Government Code, hereby acknowledge and agree that unless and until the Annexation Ordinance and Zoning Ordinance Amendment are approved and become effective in accordance with the City Charter and applicable law, the Property shall be developed in accordance with the Regulations and that the City is entitled to enforce the Regulations the same as if the Property was located wholly within the corporate limits of the City.

(g) Should the City Council fail or refuse to approve the Annexation Ordinance as contemplated in this Agreement or in the event the Property is not otherwise annexed earlier, whether voluntarily or involuntarily, the City, Owners and Developer acknowledge and agree that this Agreement shall continue in full force and effect for twenty-five (25) years from the Effective Date of this Agreement ("25-year term") with regard to the Property. If the Annexation Ordinance is not approved, but the Property is annexed, whether voluntarily or involuntarily, prior to the expiration of the 25-year term, the parties acknowledge and agree that the City may initiate an amendment to the Zoning Ordinance to include the Property within the Zoning Ordinance, and Developer shall not protest or otherwise challenge said initiation and consideration of the amendment to the Zoning Ordinance.

4. **Zoning.** Provided that the City Council adopts the Annexation Ordinance as contemplated in this Agreement, Developer and Owners, if necessary, shall, within thirty (30) calendar days of the City Council's adoption of the Annexation Ordinance, submit the Zoning Application, requesting the City Council to amend the Zoning Ordinance for the sole purpose of including the Property in the Zoning Ordinance. City Staff shall diligently process the Zoning Application through the Planning and Zoning Commission and City Council in accordance with the Regulations and applicable state law, as amended. Owners and Developer, if applicable, shall bear all of the costs incurred in connection with the Zoning Application, and Developer and Owners, if applicable, hereby acknowledge and agree that the City makes no warranties or guarantees with regard to the outcome of the Zoning Application.

5. **Permits/City's Election/Waiver and Release.**

(a) Except as expressly provided in this Paragraph 5, Developer and Owners, if applicable, acknowledge and agree that before any building, development or any other permit will be issued by the City for the development of the Property, Developer and Owners, if applicable, must obtain the City Council's approval and adoption of the Zoning Ordinance Amendment, unless the City expressly waives such requirement in writing.

(b) Should the City Council fail or refuse to approve the Annexation Ordinance or the Zoning Ordinance Amendment, the Developer and Owners acknowledge and agree that the City may, in its sole discretion, (i) allow the Property to be developed provided that any such development includes the Property as a whole and that Developer and Owner, as applicable, comply with this Agreement and the Regulations; or (ii) terminate this Agreement and/or disannex the Property, if the Annexation Ordinance was adopted by the City Council.

(c) **DEVELOPER AND OWNERS WAIVE, RELEASE, RELINQUISH, DISCHARGE AND HOLD HARMLESS THE CITY OF AND FROM ANY ACTIONS THE CITY ELECTS TO TAKE UNDER THIS PARAGRAPH 5, INCLUDING BUT NOT LIMITED TO, ANY CLAIMS, DEMANDS OR CAUSES OF ACTION FOR RECOVERY OF REAL PROPERTY TAXES PAID BY DEVELOPER OR OWNERS PRIOR TO DISANNEXATION, DOWNZONING, CONDEMNATION, ILLEGAL EXACTION OR INVERSE CONDEMNATION. THIS PARAGRAPH 5 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

6. Closing/Failure to Close on the Property.

(a) The parties acknowledge and agree that this Agreement is a development agreement authorized by Section 212.172 of the Local Government Code. All provisions of this Agreement shall be automatically null and void if the Developer fails to close and fund the purchase of the Property, or a portion of the Property, within thirty (30) days after the Effective Date of this Agreement. Unless previously terminated as set forth herein, this Agreement will terminate at the end of the 25-Year Term. Notwithstanding the foregoing, in the event that Developer does not acquire fee simple title to the Property on or before thirty (30) days after the Effective Date of this Agreement, then this Agreement shall automatically terminate. Unless previously terminated as set forth herein, the terms of this Agreement shall not be affected by the annexation referenced in Paragraph 3 of this Agreement.

(b) Should the Owners and Developer fail to consummate the sale of the Property by Closing the same, Developer and Owners acknowledge and agree that the City may, in its sole discretion take any and all actions set forth in Paragraph 5(b) above. **DEVELOPER AND OWNERS WAIVE, RELEASE, RELINQUISH, DISCHARGE AND HOLD HARMLESS THE CITY OF AND FROM ANY ACTIONS IT ELECTS TO TAKE UNDER PARAGRAPH 5(B) ABOVE, INCLUDING BUT NOT LIMITED TO, ANY CLAIMS, DEMANDS OR CAUSES OF ACTION FOR RECOVERY OF REAL PROPERTY TAXES PAID BY DEVELOPER OR OWNERS PRIOR TO DISANNEXATION, DOWNZONING, CONDEMNATION, ILLEGAL EXACTION OR INVERSE CONDEMNATION. THIS PARAGRAPH 6(B) SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

7. Default/Waiver and Release.

(a) If Developer and/or Owners fail to comply with the provisions of this Agreement, the City shall have the following remedies, in addition to the any other rights and remedies available to City at law, to:

- (i) refuse to issue building permits for the Property, or any portion thereof; and/or
- (ii) refuse to approve any engineering plans for the Property, or any portion thereof; and/or
- (iii) file this instrument in the Real Property Records and Collin County, Texas as a lien and/or encumbrance on the Property; and/or

- (iv) in its sole discretion, initiate a zoning change on all, or any portion of the Property. IN THIS CONNECTION, EACH DEVELOPER AND OWNER WAIVES, RELEASES, RELINQUISHES, DISCHARGES AND HOLDS HARMLESS THE CITY OF AND FROM ANY ACTION TAKEN BY CITY TO REZONE ALL, OR ANY PORTION OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO, ANY ACTION RELATED TO DOWNZONING, TAKINGS, ILLEGAL EXACTION OR INVERSE CONDEMNATION. THIS PARAGRAPH 7(A)(IV) SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT; and/or
- (v) disannex the Property. IN THIS CONNECTION, EACH DEVELOPER AND OWNER WAIVES, RELEASES, RELINQUISHES, DISCHARGES AND HOLDS HARMLESS THE CITY OF AND FROM ANY ACTION TAKEN BY IT TO DISANNEK THE PROPERTY, INCLUDING BUT NOT LIMITED TO, ANY ACTION RELATED TO THE RECOVERY OF REAL PROPERTY TAXES PAID BY OWNER OR DEVELOPER, TAKINGS, ILLEGAL EXACTION OR INVERSE CONDEMNATION. THIS PARAGRAPH 7(A)(V) SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT; and/or
- (vi) seek specific enforcement of this Agreement.

(b) In the event the City fails to comply with the terms and conditions of this Agreement, Developer or Owners may seek specific enforcement of this Agreement as its/their sole and exclusive remedy.

8. Covenant Running with the Land; Expiration.

(a) This Agreement shall be a covenant running with the land and Property and shall be binding on Developer and Owners and their respective successors and assigns. In addition, the parties shall cause this Agreement to be filed in the Real Property Records of Collin County, Texas. Notwithstanding the foregoing, the obligations herein that burden the Property shall be released automatically provided that the following occurs: (i) the Annexation Ordinance is approved by the City Council as contemplated in this Agreement; and (ii) the Zoning Ordinance Amendment is approved by the City Council as contemplated in this Agreement; provided, however, that should the Annexation Ordinance not be approved by the City Council as contemplated in this Agreement, this Agreement shall not be released as to the Property, unless otherwise expressly agreed upon in writing by the City, Developer and the Owners, if applicable.

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

9. **Representations of Developer and Owners.** Each of the Developer and Owners represents and warrants to the City that as of the Effective Date of this Agreement, each Owner: (i) is fully authorized to sell the Property, without joinder of any other person or entity; and (ii) has good and indefeasible fee simple title to the Property, free of any liens, security interests, exceptions, conditions, mineral reservations or leases or encumbrances, that could in any way extinguish the City's priority lien on the Property.
10. **Limitations of Agreement.** The parties acknowledge that this Agreement is limited to the matters expressly set forth herein. Regulations covering property taxes, utility rates, permit fees, inspection fees, development fees, impact fees, tap fees, pro-rata fees and the like are not affected by this Agreement. Further, this Agreement does not waive or limit any of the obligations of Developer and/or Owners to the City under any of the Regulations.
11. **Vested Rights/Chapter 245 Waiver.** This Agreement shall confer no vested rights in, upon or to the Property, or any portion thereof, unless specifically enumerated herein. In addition, nothing contained in this Agreement shall constitute a "permit" as defined in Chapter 245 of the Texas Local Government Code, and nothing in this Agreement provides the City with fair notice of any project of the Developer and/or Owners. **EACH DEVELOPER AND OWNER WAIVES, RELINQUISHES, RELEASES, DISCHARGES AND HOLDS HARMLESS THE CITY WITH REGARD TO ANY STATUTORY CLAIM UNDER CHAPTER 245 OF THE TEXAS LOCAL GOVERNMENT CODE UNDER THIS AGREEMENT. EACH DEVELOPER AND OWNER FURTHER EXPRESSLY WAIVES, RELINQUISHES, RELEASES, DISCHARGES AND HOLDS HARMLESS THE CITY WITH REGARD TO ANY RIGHT TO CLAIM THIS AGREEMENT IS A PERMIT UNDER SECTION 212.172 OF THE TEXAS LOCAL GOVERNMENT CODE. THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**
12. **Miscellaneous.**
- 12.1. **Governing Law/Venue.** The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement, without regard to conflict of law principles. This Agreement is performable in Collin County, Texas, and the exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Collin County, Texas.
- 12.2. **Binding Agreement; Assignment.** The terms and conditions of this Agreement are binding upon the parties hereto. This Agreement may not be assigned by the Developer and/or Owners, in whole or in part, unless the following conditions are satisfied, without which such assignment shall be null and void and of no force and effect:
- (i) the assignment of the Agreement must be evidenced by a recordable document ("Assignment"), the form of which must be approved in writing by the City;
 - (ii) the Assignment must expressly contain, among any other reasonable requirements and/or conditions of the City, an acknowledgment and agreement that all obligations, covenants and/or conditions contained in the Agreement will be assumed solely and completely by the assignee, or any portion thereof, contemplated herein, and the contact name, address, phone number, fax number and electronic mail address of the assignee;
 - (iii) the assigning Developer or Owners, as applicable, will file any approved, executed Assignment in the Real Property Records of Collin County, Texas; and

- (iv) the assigning Developer or Owners, as applicable, shall provide the City with a file-marked copy of the Assignment within ten (10) calendar days of filing the same.

Upon any such assignment as provided above, the assignor shall be released from any further liability hereunder provided that the Assignment includes a provision expressly stating that the assignee is accepting and obligating itself for any and all prior duties, obligations, covenants and/or defaults of the assignor.

- 12.3. **Notices.** Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested, or by delivering the same in person to such party via electronic mail, with documentation evidencing the addressee's receipt thereof, or a hand-delivery service, Federal Express or any courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notice, the addresses of the Parties shall be as follows:

If to City, addressed to it at:

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

With a copy to:

Abernathy, Roeder, Boyd & Hullett, P.C.
Attn: Ryan D. Pittman
1700 Redbud Blvd., Suite 300
McKinney, Texas 75069
Telephone: (214) 544-4000
Email: rpittman@abernathy-law.com

If to Owners, addressed to them at:

Howrey Mary Stone Living Trust
Edward L. Howrey, Trustee
2120B S. Ballard Avenue
Wylie, Texas 75098

-and-

Cecil Hale
6808 Gold Dust Trail
Dallas, Texas 75252
Telephone: 214-242-9664
Email: halececil@att.net

If to Developer, addressed to it at:

Douglas Properties, Inc.
Attn: Jim Douglas
2309 K Ave, Suite 100
Plano, Texas 75074

- 12.4. **Authority.** Each of the parties represents and warrants to the other that they have the full power and authority to enter into and fulfill the obligations of this Agreement.
- 12.5. **Attorney's Fees.** In any legal proceeding brought to enforce any term of this Agreement, the prevailing party may recover its reasonable and necessary attorneys' fees and expenses from the non-prevailing party/parties as permitted by Section 271.153 of the Texas Local Government Code, as applicable.
- 12.6. **Warranties/Representations.** All warranties, representations and covenants made by a party to any other party in this Agreement, or in any certificate or other instrument delivered by a party to any other party under this Agreement, shall be considered to have been relied upon by the receiving party.
- 12.7. **Counterparts.** This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail signature will also be deemed to constitute an original if properly executed and delivered to the other parties.
- 12.8. **Authority to Execute.** The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the Effective Date.
- 12.9. **Savings/Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable, in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- 12.10. **No Third Party Beneficiaries.** Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third party beneficiaries by entering into this Agreement.
- 12.11. **Waiver.** Waiver by any party of any breach of this Agreement, or the failure of any party to enforce any of the provisions of this Agreement, at any time, shall not, in any

way affect, limit or waive such party's right thereafter to enforce and compel strict compliance.

- 12.12. **Immunity**. It is expressly understood and agreed that, in the execution of this Agreement, City has not waived, nor shall be deemed hereby to have waived, any immunity, governmental, sovereign or official, or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.
- 12.13. **Reference to Developer**. When referring to "Developer" herein, this Agreement shall refer to and be binding upon each Developer, and their respective officers, directors, partners, employees, representatives, agents, mortgagees, successors, assignees (as authorized herein), vendors, grantees, trustees, heirs, legatees, legal representatives and/or any other third parties for whom Developer is legally responsible and/or who may acquire an interest in the Property, provided Paragraph 12.2 is satisfied, if applicable.
- 12.14. **Reference to Owner**. When referring to each "Owner" herein, this Agreement shall refer to and be binding upon each Owner, and its officers, directors, partners, employees, representatives, agents, mortgagees, successors, assignees (as authorized herein), vendors, grantees, trustees, heirs, legatees, legal representatives and/or any other third parties for whom each Owner is legally responsible and/or who may acquire an interest in the Property, provided Paragraph 12.2 is satisfied, if applicable.
- 12.15. **Reference to City**. When referring to "City" herein, this Agreement shall refer to and be binding upon City, its Council Members, officers, agents, representatives, employees and/or any other authorized third parties for whom City is legally responsible.
- 12.16. **Survival of Covenants**. Any of the representations, warranties, covenants and obligations of the parties, as well as any rights and benefits of the parties, pertaining to a period of time following the termination of this Agreement shall survive termination.
- 12.17. **Entire Agreement**. This Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the parties to this Agreement.
- 12.18. **Consideration**. This Agreement is executed by the parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.
- 12.19. **Representations**. Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had an opportunity to confer with its counsel.
- 12.20. **Miscellaneous Drafting Provisions**. This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as

a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

12.21. **Time is of the Essence.** Time is of the essence in this Agreement.

12.22. **Binding Effect.** This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and authorized assigns.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first below written.

EXECUTED in duplicate originals this 8th day of August, 2017.

CITY:

CITY OF WYLIE, TEXAS
a home-rule municipality

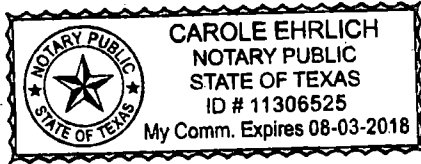
By: Mindy Manson
Mindy Manson, City Manager

STATE OF TEXAS §

§

COUNTY OF COLLIN §

This instrument was acknowledged before me on the 8th day of August, 2017, by Mindy Manson, City Manager of the City of Wylie, Texas.



Carole Ehrlich
Notary Public-State of Texas

EXECUTED in duplicate originals this 1 day of August, 2017.

Developer:

Jim Douglas, Douglas Properties, Inc.

By: 

Name: Jim Douglas

Its: President

STATE OF TEXAS §

§

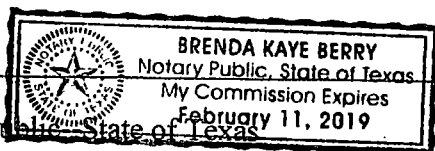
COUNTY OF COLLIN §

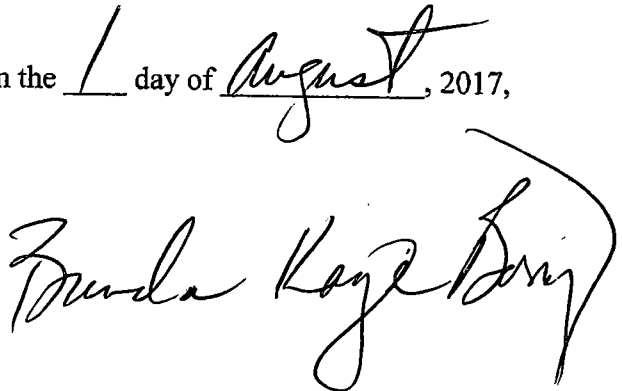
This instrument was acknowledged before me on the 1 day of August, 2017,

by Jim Douglas, Douglas Properties, Inc..

[Seal]

Notary Public, State of Texas





EXECUTED in duplicate originals this 1 day of August, 2017.

PROPERTY OWNER:

Cecil Hale

By: Cecil Hale 8/1/17

Name: Cecil Hale

Its: Owner

STATE OF TEXAS §

§

COUNTY OF COLLIN §

This instrument was acknowledged before me on the 1 day of August, 2017,

by Cecil Hale

[Seal]

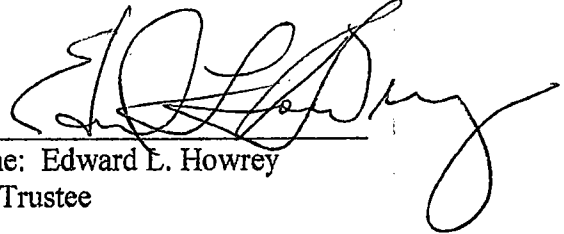
Brenda Kay Berry
Notary Public--State of Texas



EXECUTED in duplicate originals this 1st day of August, 2017.

PROPERTY OWNER:

HOWREY MARY STONE LIVING TRUST, an Inter vivos Trust.

By: 
Name: Edward L. Howrey
Its: Trustee

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the 1 day of August, 2017,
by Edward L. Howrey, as Trustee of the Howrey Mary Stone Living Trust.
[Seal]

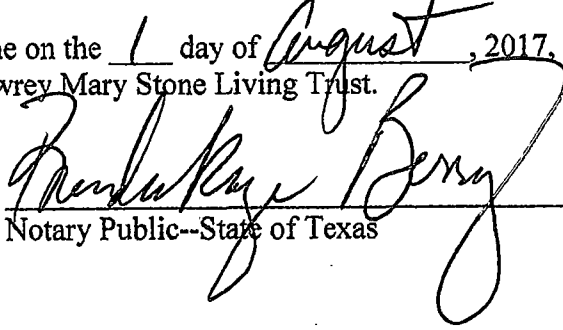

Notary Public--State of Texas



Exhibit A-1
Legal Description of the Howrey Tract

BEING a 31.474 acre tract of land situated in the D.W. Williams Survey, Abstract 980, Collin County, Texas, and being all of that certain called 32-1/2 acre tract of land described in deed to the Mary Stone Howrey Living Trust, as recorded in Instrument 20110217000178570, Deed Records, Collin County, Texas, said 31.474 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2-inch iron rod found for the northeast corner of said 32-1/2 acre tract and the northwest corner of Southbrook Phase I, an addition to the City of Wylie, as recorded in Cabinet P, Page 987, Plat Records, Collin County, Texas, said point also being in the south line of a 7.0105 acre tract described in a deed to Gary Nelson and Melissa Nelson as recorded in Instrument 20080311000291280, Deed Records, Collin County, Texas;

THENCE South 01 degrees 01 minutes 25 seconds West, with the common boundary lines of said Southbrook Phase I and said 32-1/2 acre tract, at 950.00 feet passing the southwest corner of said Southbrook Phase I common to the northwest corner of a 0.9958 acre tract of land described in deed to Richard Alan Cermack and Ann Marie Cermack, as recorded in Instrument 20121228001646720 of said Deed Records and continuing along the common line of said 32-1/2 acre and 0.9958 tract, at 1213.97 feet passing the southwest corner of said 0.9958 acre tract common to the northwest corner of a called 2.00 acre tract described in a deed to Carl Foster and wife Gladys Foster as recorded in Volume 528, Page 213 of said Deed Records and continuing with the west line of said 2.00 acre tract for a total distance of 1450.00 feet to a 5/8-inch iron rod with yellow cap stamped "RPLS 3963" set for corner at an interior corner of said 32-1/2 acre tract and the southwest corner of said 2.00 acre tract;

THENCE South 54 degrees 28 minutes 51 seconds East, with the common boundary lines of said 32-1/2 acre tract and said 2.00 acre tract at a call of 182.82 feet passing the southeast corner thereof, and continuing with the southwest lines of Tract II and Tract III, described in deed to Brenda Lee Hensley, as recorded in Instrument 20071127001587490 of said Deed Records, a 1.4376 acre tract of land described in deed to Jerry Hensley and Brenda Hensley, as recorded in County Clerk file 94-0078144 of said Deed Records, a 4.2466 acre tract of land described in deed to Jerry Hensley and Brenda Hensley, as recorded in County Clerk file 95-0043284 of said Deed Records, and the southwest line of the remainder of a 61.453 acre tract described in a deed to Gladys P. Foster as recorded in Volume 3169, Page 859 of said Deed Records, for a total distance of 1172.93 feet to a 60d Nail found for corner in a fence post at a common corner of said 32-1/2 acre and 61.453 acre tract;

THENCE South 03 degrees 09 minutes 19 seconds East, with a common boundary line of said 32-1/2 acre and 61.453 acre tract, a distance of 168.60 feet to a 60d nail found for the south east corner of said 32-1/2 acre tract and an exterior ell corner of said 61.453 acre tract, said corner being in the north boundary line of a 21.998 acre tract of land described in deed to Cecil Hale, as recorded in Volume 5166, Page 1868 of said Deed Records;

THENCE North 89 degrees 32 minutes 41 seconds West, with the common boundary line of said 32-1/2 acre tract and said 21.998 acre tract, at a distance of 167.55 feet passing a 5/8-inch iron rod with cap (3949) found for the northwest corner of said 21.998 acre tract and the east corner of a 3.000 acre tract of land described in deed to Peter P. Brady and Denise Brady, as recorded in Volume 5912, Page 1996 of said Deed Records, and continuing with the common boundary line of said 3.000 and said 32-1/2 acre tract, for a total distance of 903.48 feet to a point for corner at a southerly corner of said 32-1/2 acre

tract and the west corner of said 3.000 acre tract, from which a 5/8-inch iron rod with cap (3949) found for reference bears South 89 degrees 32 minutes 41 seconds East a distance of 28.54 feet, said corner being in the center of Pleasant Valley Road, a 44 ft. asphalt public road by occupation, (no record found);

THENCE North 45 degrees 16 minutes 24 seconds West, with the southwest boundary line of said 32 1/2 acre tract and the center of said Pleasant Valley Road, a distance of 830.41 feet to a PK Nail set for corner in the easterly right-of-way line of South Ballard Avenue, a variable width right-of-way, said corner being the beginning of a non-tangent curve to the left having a radius of 635.75 feet whose chord bears North 18 degrees 10 minutes 52 seconds East, a distance of 91.36 feet;

THENCE Northerly, with the easterly right-of-way line of said South Ballard Avenue, the following courses:

Northeast, with said curve to the left, through a central angle of 08 degrees 14 minutes 28 seconds, an arc distance of 91.44 feet to a 5/8-inch iron rod with yellow cap stamped "RPLS 3963" set for corner from which a 1/2-inch iron rod found bears South 38 degrees 18 minutes 08 seconds West, a distance of 23.10 feet;

North 12 degrees 28 minutes 48 seconds East, a distance of 17.98 feet to a 5/8-inch iron rod with yellow cap stamped "RPLS 3963" set for the beginning of a non-tangent curve to the left having a radius of 3009.92 feet whose chord bears North 09 degrees 07 minutes 10 seconds East, a distance of 352.89 feet;

Northeast, with said curve to the left, through a central angle of 06 degrees 43 minutes 17 seconds, an arc distance of 353.09 feet to a 60d Nail set for the end of said curve;

North 05 degrees 50 minutes 22 seconds East, a distance of 22.32 feet to a point for corner;

North 05 degrees 54 minutes 15 seconds East, a distance of 74.57 feet to a 5/8-inch iron rod with yellow cap stamped "RPLS 3963" set for the beginning of a non-tangent curve to the left having a radius of 4490.51 feet whose chord bears North 03 degrees 12 minutes 40 seconds East, a distance of 409.73 feet;

Northeast, with said curve to the left, through a central angle of 05 degrees 13 minutes 47 seconds, an arc distance of 409.88 feet to a 5/8-inch iron rod with yellow cap stamped "RPLS 3963" set for the end of said curve;

North 00 degrees 33 minutes 46 seconds East, a distance of 752.99 feet to a 1/2-inch iron rod found for the northwest corner of said 32-1/2 acre tract common to the southwest corner of said 7.0105 tract;

THENCE South 89 degrees 34 minutes 06 seconds East, with the common boundary line of said 7.0105 acre tract and said 32-1/2 acre tract, a distance of 426.79 feet to the POINT OF BEGINNING AND CONTAINING 1,371,023 square feet or 31.474 acres of land.

This description is based on the Land Title Survey and Plat made by Robert C. Myers RPLS No. 3963 on April 21, 2014

Exhibit A-2
Legal Description of the Hale Tract

BEING A TRACT OF LAND SITUATED IN THE WILLIAM SUTTON SURVEY, ABSTRACT NO. 860, COLLIN COUNTY, TEXAS, AND BEING A PART OF A 21.998 ACRE TRACT OF LAND CONVEYED TO CECIL HALE BY DEED RECORDED IN VOLUME 5166, PAGE 1868, DEED RECORDS, COLLIN COUNTY, TEXAS, AND BEING MORE PARTICULARLY AS FOLLOWS:

BEGINNING AT A P.K. NAIL SET IN THE APPROXIMATE CENTERLINE OF PLEASANT VALLEY ROAD (C.R. 378) AND BEING THE SOUTHWEST CORNER OF AFORESAID 21.998 ACRE TRACT AND THE NORTHWEST CORNER OF A 1.00 ACRE TRACT OF LAND CONVEYED TO SANFORD L. TUCKER BY DEED RECORDED IN VOLUME 677, PAGE 73, DEED RECORD, COLLIN COUNTY, TEXAS;

THENCE, NORTH 44 DEGREES 03 MINUTES 00 SECONDS WEST, ALONG THE APPROXIMATE CENTERLINE OF PLEASANT VALLEY ROAD (C.R. 378) AND THE WESTERLY LINE OF SAID 21.998 ACRE TRACT, A DISTANCE OF 343.64 FEET TO A P.K. NAIL SET FOR CORNER IN THE APPROXIMATE CENTERLINE OF PLEASANT VALLEY ROAD (C.R. 378);

THENCE, NORTH 47 DEGREES 58 MINUTES 46 SECONDS EAST, AT A DISTANCE OF 20.01 FEET A 5/8 INCH IRON ROD SET FOR REFERENCE AND FOR A TOTAL DISTANCE OF 515.96 FEET TO A 5/8 INCH IRON ROD SET FOR CORNER ON THE NORTH LINE OF SAID 21.998 ACRE TRACT AND ON THE SOUTH LINE OF A 32.5 ACRES TRACT OF LAND CONVEYED TO JAMES EDWARD STONE, ET AL, BY DEED RECORDED IN VOLUME IN VOLUME 323, PAGE 484, DEED RECORDS, COLLIN COUNTY, TEXAS;

THENCE SOUTH 88 DEGREES 31 MINUTES 38 SECONDS EAST, ALONG THE NORTH LINE OF SAID 21.998 ACRE TRACT AND ALONG THE SOUTH LINE OF SAID 32.5 ACRE TRACT, A REMAINDER TRACT OF LAND CONVEYED TO GLADYS P. FOSTER BY DEED RECORDED IN VOLUME 3169, PAGE 859, DEED RECORDS, COLLIN COUNTY, TEXAS AND A 21.0749 ACRE TRACT OF LAND CONVEYED TO WILMA JEAN TURNER BY DEED RECORDED UNDER COUNTY CLERK'S FILE NUMBER 97-0004018, DEED RECORDS, COLLIN COUNTY, TEXAS, AT A DISTANCE OF 167.51 FEET TO A 1/2 INCH IRON ROD FOUND (CONTROL MONUMENT) FOR THE SOUTHEAST CORNER OF SAID 32.5 ACRE TRACT AND FOR A TOTAL DISTANCE OF 1342.344 FEET TO A 3/4 INCH IRON ROD FOUND (CONTROL MONUMENT) FOR CORNER ON THE SOUTH LINE OF SAID 21.0749 ACRE TRACT;

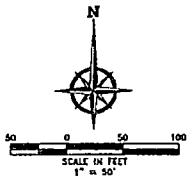
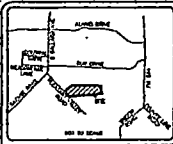
THENCE, SOUTH 84 DEGREES 32 MINUTES 21 SECONDS EAST, CONTINUING ALONG THE SOUTH LINE OF SAID 21.0749 ACRE TRACT AND ALONG THE SOUTH LINE OF A 20.0749 ACRE TRACT OF LAND CONVEYED TO RICKY RAY FOSTER BY DEED RECORDED UNDER COUNTY CLERK'S FILE NUMBER 98-0007168, DEED RECORDS, COLLIN COUNTY, TEXAS, A DISTANCE OF 270.22 FEET TO A 14 INCH ELM TREE FOR THE MOST WESTERLY NORTHWEST CORNER OF A 134.33 ACRE TRACT OF LAND CONVEYED TO MRS. THELMA RICE BY DEED RECORDED IN VOLUME 561, PAGE 266, DEED RECORDS, COLLIN COUNTY, TEXAS, AND BEING THE NORTHEAST CORNER OF SAID 21.998 ACRE TRACT;

THENCE, SOUTH 08 DEGREES 41 MINUTES 00 SECONDS WEST, ALONG A WEST LINE OF SAID 134.33 ACRE TRACT AND AN EAST LINE OF SAID 21.998 ACRE TRACT, A DISTANCE OF 166.27 FEET TO A FENCE POST FOR CORNER;

THENCE, SOUTH 16 DEGREES 39 MINUTES 00 SECONDS EAST, ALONG A WEST LINE OF SAID 134.33 ACRE TRACT AND AN EAST LINE OF SAID 21.998 ACRE TRACT, A DISTANCE OF 265.80 FEET TO A FENCE POST FOR THE MOST WESTERLY SOUTHWEST CORNER OF SAID 134.33 ACRE TRACT AND BEING ON THE NORTH LINE OF A 6.00 ACRE TRACT OF LAND CONVEYED TO LARRY D. MORGAN BY DEED RECORDED IN VOLUME 1449, PAGE 264, DEED RECORDS, COLLIN COUNTY, TEXAS;

THENCE, SOUTH 85 DEGREES 32 MINUTES 00 SECONDS WEST, ALONG THE SOUTH LINE OF SAID 21.998 ACRE TRACT AND THE NORTH LINE OF SAID 6.00 ACRE TRACT, A DISTANCE OF 264.00 FEET TO A 5/8 INCH IRON ROD SET FOR CORNER;

THENCE, SOUTH 86 DEGREES 34 MINUTES 00 SECONDS WEST, (BASIS OF BEARINGS) CONTINUING ALONG THE SOUTH LINE OF SAID 21.998 ACRES TRACT AND THE NORTH LINE OF SAID 6.00 ACRE TRACT, ALONG THE NORTH LINES OF A 5.00 ACRE TRACT OF LAND CONVEYED TO LARRY D. MORGAN, THE NORTH LINE OF A 4.965 ACRE TRACT OF LAND CONVEYED TO BOBBY GLEN ELLIS BY DEED RECORDED IN VOLUME 3097, PAGE 3, DEED RECORDS, COLLIN COUNTY, TEXAS, THE NORTHLINE OF A 1.00 ACRE TRACT OF LAND CONVEYED TO ROBERT STEWART BY DEED RECORDED IN VOLUME 697, PAGE 735, DEED RECORDS, COLLIN COUNTY, TEXAS, AND ALONG THE NORTH LINE OF SAID 1.00 ACRE TUCKER TRACT, AT A DISTANCE OF 1519.55 FEET A 5/8 INCH IRON ROD SET FOR REFERENCE AND A TOTAL DISTANCE OF 1545.90 FEET TO THE POINT OF BEGINNING AND CONTAINING 958,239 SQUARE FEET OR 21.998 ACRES OF LAND.



PROPERTY DESCRIPTION

BEING a 2.952 acre tract of land located in the William Sutton Survey, Abstract No. 880, Collin County, Texas, and being all of that tract of land described in a deed to Cecil Hale, recorded in Volume 316A, Page 100A, Deed Records, Collin County, Texas (D.R.C.C.T.), and being more particularly described as follows:

BEGINNING at a point for corner on the southeast corner of Pleasure Valley Road in the southeast corner of said Hale tract, common to the northeast corner of a called 1 acre tract of land described in deed to Sanford T. Lee, recorded as Instrument No. 2000027000103310 (D.R.C.C.T.) from which a 5/8" iron rod with a cap stamped "3397" found for reference bears North 85°33'04" East, a distance of 26.45 feet:

THENCE North 17°04'43" East, along the northeast corner of said Pleasure Valley Road and the southeast line of said Hale tract a distance of 343.84 feet to a point for corner at the northeast corner thereof, common to the north-south corner of a called 3 acre tract of land described in deed to Peter P. Daugherty & Cynthia Daugherty, recorded in Volume 1912, Page 1276, (D.R.C.C.T.), from which a 5/8" iron rod with a cap stamped "7947" found for reference bears North 40°58'57" East, a distance of 20.13 feet:

THENCE North 46°53'57" East, along the northeast line of said Hale tract a distance of 518.04 feet to a 5/8" iron rod with a cap stamped "2047" found in the south line of a called 32.8 acre tract of land described in deed to Mary Stone (Henry Living Trust), recorded as Instrument No. 2011017700017055A (D.R.C.C.T.), at the northeast corner of said Hale tract:

THENCE South 80°23'27" East, along the north line of said Hale tract, and along the south line of said 32.8 acre tract, the remainder of a 61.452 acre tract recorded in Volume 316A, Page 859, (D.R.C.C.T.), and a called 2.6749 acre tract recorded as Instrument No. 96-002111 (D.R.C.C.T.) respectively, passing at a distance of 107.07 feet, a 200" nail found in the southeast corner of said 32.8 acre tract, common to the southeast corner of said remainder of 61.452 acre tract, and continuing for a total distance of 1.34138 feet to a base line for a survey 3/4" nail found for corner at an angle point:

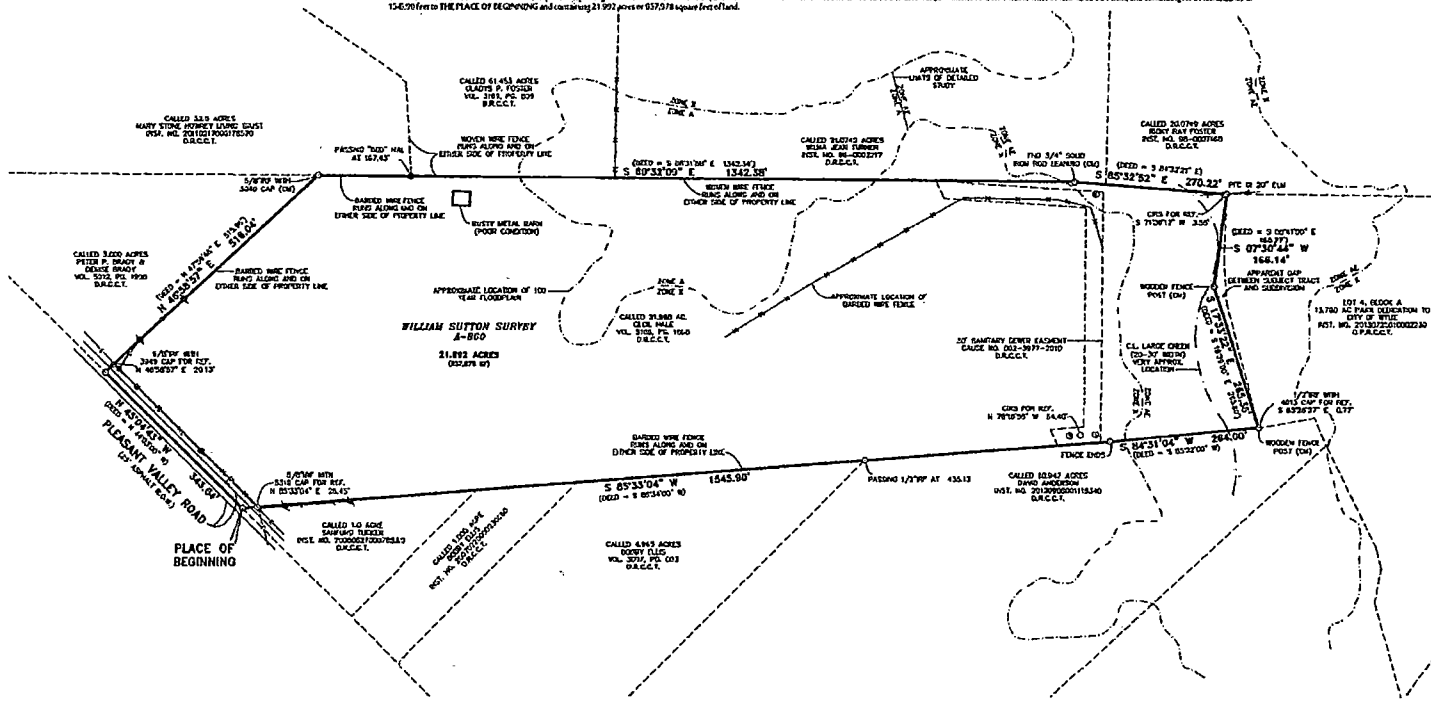
THENCE South 87°32'47" West, along the east line of said Hale tract, a distance of 106.14 feet to a wooden fence post found for corner at an angle point:

THENCE South 07°37'44" West, along the east line of said Hale tract, a distance of 106.14 feet to a wooden fence post found for corner at an angle point:

THENCE South 17°37'27" East, continuing along the north line of said Hale tract and with the corners of an old fence line, a distance of 285.36 feet to a wooden fence post for corner at the southeast corner thereof and being in the north line of a called 10.917 acre tract of land described in deed to David Anderson, recorded as Instrument No. 201109090001118348 (D.R.C.C.T.) from which a 1/2" iron rod with a cap stamped "4817" found as a station corner of 1 of 4 Block A of Dabbs & Fawcett Place is found in Instrument No. 2011071501000230 (D.R.C.C.T.) bears South 69°46'27" East a distance of 0.77 feet:

THENCE South 04°31'19" West, along the east line of said Hale tract and said 10.917 acre tract a distance of 264.00 feet to a point for corner at an angle point, from which a 5/8" iron rod with a yellow plastic cap stamped "8215 2047" found for reference bears North 79°05'57" West, a distance of 5.68 feet:

THENCE South 07°33'14" West, along the south line of said Hale tract, and along the north line of said 10.917 acre tract, a called 4.965 acre tract recorded in Volume 2097, Page 492, (D.R.C.C.T.), and a called 1.6761 acre tract recorded as Instrument No. 2007020000103660, and said 10.917 acre tract, respectively, passing at a distance of 438.13 feet, a 1/2" iron rod found in the northeast corner of said 10.917 acre tract, common to the northeast corner of said 4.965 acre tract, and continuing for a total distance of 1540.00 feet to THE PLACE OF BEGINNING and containing 21,992.90 acres or 637,078 square feet of land.



LEGEND

CHS	1/2" IRON ROD WITH YELLOW CAP STAMPED "7918 2047"
RT	1/2" IRON ROD FOUND
(CH)	CONTROL MONUMENT
⊙	CANTARY SOWER MARKER
⊙	POWER POLE
—	OVERHEAD ELECTRIC LINE
—	OFF HIGH
—	WTL W/L INSTRUMENT NUMBER
—	VOL. PG. VOLUME, PAGE
D.R.C.C.T.	DEED RECORDS, COLLIN COUNTY, TEXAS
OP.A.C.C.T.	OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS
P.R.C.C.T.	PLAT RECORDS, COLLIN COUNTY, TEXAS

NOTES

1. Existing lot based on Travis State Plane Coordinates, Projection: State Plane 2011S (North Central Zone 4302), Lambert Conformal Conic, Feet (1483-481).
2. This survey was prepared with the benefit of Title Commitments of No. 18731-17-01852, effective date of May 30, 2017, issued on June 7, 2017. The research of title and comments that have been performed on these transactions are the driver of the policy mentioned above.
3. If graphical plotting, part of the parcel described herein has been Special Flood Hazard Area (SFHA) Zone "AE" and "A" as determined by the Collin County, Texas, and Incorporated Areas Flood Insurance Rate Map, Map Number 4005050316, dated June 2, 2009, as published by the Federal Emergency Management Agency, the Surveyor takes notice of the above information for the dissemination and the Surveyor does not warrant that the Flood Insurance information has not been published by the Federal Emergency Management Agency before other events. The flood insurance data was collected as the part of the survey.
4. (Where) reference is made to a deed described in a deed to L.C.B. 1181, recorded in Volume 316, Page 100A, (D.R.C.C.T.).
5. As the date of the survey there were no buildings located on the subject property.

TITLE COMMITMENT NOTES

1. The subject area of land is not affected by the following:
Volume 537, Page 103 (19)
 2. This tract of land is subject to the following:
Case No. 002-3707-2010 (10) (Plaintiff Verne)
 3. The terms of land is subject to the following:
Volume 073, Page 342 (10) (Plaintiff Verne)
- (Such encumbrances probably run with the land and would bind any future owners or tenants of the land.)
(Such encumbrances probably run with the land and would bind any future owners or tenants of the land.)

I, Robert C. Myers, Registered Professional Land Surveyor, do hereby certify that this plat represents the results of a survey made on the ground under my supervision during month of July, 2017, and substantially conforms with the current Texas Surveying Standards and Specifications for a Category "A" Condemnation Survey.

ROBERT C. MYERS
R.C.L.S. NO. 3848



R.C. MYERS SURVEYING, LLC

Registered Professional Land Surveyors

4040 W. STATE ST. SUITE 100
DALLAS, TEXAS 75241
TEL: 972-487-7777
WWW.RCMYSERSURVEYING.COM

Client: DONALDAS PROPERTIES, INC.
Job No: 417 Drawn by: JDF Date: 07-10-17 Revises:

LAND TITLE SURVEY
OF
21,992 ACRES
SITUATED IN THE
WILLIAM SUTTON SURVEY, ABST. NO. 880
CITY OF WYLE, COLLIN COUNTY, TEXAS

Exhibit B
Proposed Plan Development Standards

I. GENERAL CONDITIONS:

1. This planned Development District shall not affect any regulations within the Code of Ordinances, except as specifically provided herein.
2. All regulations of the Single Family 10/24 set forth in Article 3, Section 3.2 of the Comprehensive Zoning Ordinance (adopted as of May 2011) are hereby replaced with the following:

Figure 3-4 - Planned Development – Single Family (PD – SF)	
Lot Size (Minimum)	
Lot Area (sq. ft.)	6,325
Lot Width (feet)	55
Lot width of corner Lots (feet)	60
Lot Depth (feet)	100
Lot Depth of Double Front Lots (feet)	110
Dwelling Regulations (Minimum Square Footage)	
All Homes will be a minimum of	2,000
Design Standards Level of Achievement	See Section III Design Conditions
Yard Requirements – Main Structures	
Front Yard (feet)	20
Side Yard (feet)	5
Side Yard of Corner Lots (feet)	10
Side Yard of Corner Lots (feet) on key lots	20
Rear Yard (feet)	15
Rear Yard Double Front Lots (feet)	20
Lot Coverage	50%
Height of Structures	
Main Structure (feet)	40
Accessory Structure (feet)	14

II. SPECIAL CONDITIONS:

1. Maximum number of residential lots not to exceed 175 lots.
2. 1/3 of the lots will be a minimum width of 55 feet, 1/3 of the lots will be a minimum width of 60 feet and 1/3 of the lots will be a minimum width of 65 feet.
3. Developer will donate 2 Acres to the City of Wylie for use of a Fire Station. See location map in Exhibit "C". The tract will be deeded at time of Final Plat filing in lieu of Park fees.
4. Key lots are defined as a corner lot which is backing up to an abutting side yard.
5. Three-tab roofing shall not be permitted.
6. No alleys shall be required within the Planned Development.
7. Developer shall install a screening wall where lots back or side to Elm, Ballard and Pleasant Valley with a 5 ft side walk back of curb.
8. Lots which back onto park land shall provide a decorative iron fence of uniform design to be installed by the homebuilder, as approved by the Planning Department.
9. The Subdivision shall conform to the Development Plan attached as Exhibit "D".
10. Existing trees greater than 6 inch caliper within the flood plain shall be protected in accordance with City's Tree Preservation Plan.
11. Open space, drainage & floodway easement, and public hike & bike trail shall be dedicated to the City of Wylie in accordance with City's Subdivision Regulations.
12. **Maintenance of the Park Area**

Maintenance of the park area will be the responsibility of the homeowners' association (HOA).

 - A. Developer will be the contact entity with the City for all concerns regarding maintenance of park and open space until 100% of HOA control is turned over to the homeowners.
 - B. HOA maintenance and responsibilities of amenities include:
 - a. Clean up and litter removal.
 - b. Landscaping installation, care, and maintenance.
 - c. Trimming, clearing, and removal of unwanted vegetation as determined by the City Park Division.
 - d. Maintain irrigation system, pay for the water used in the system and test all backflow devices annually as per City requirements.
13. All Park Amenities as described in **Zoning Exhibit** and as approved by the City Parks Department, shall be installed prior to the issuance of a Certificate of Occupancy, of the affected Phase.
 - A. This Development will pay no Park Fees.

IV. DESIGN CONDITIONS:

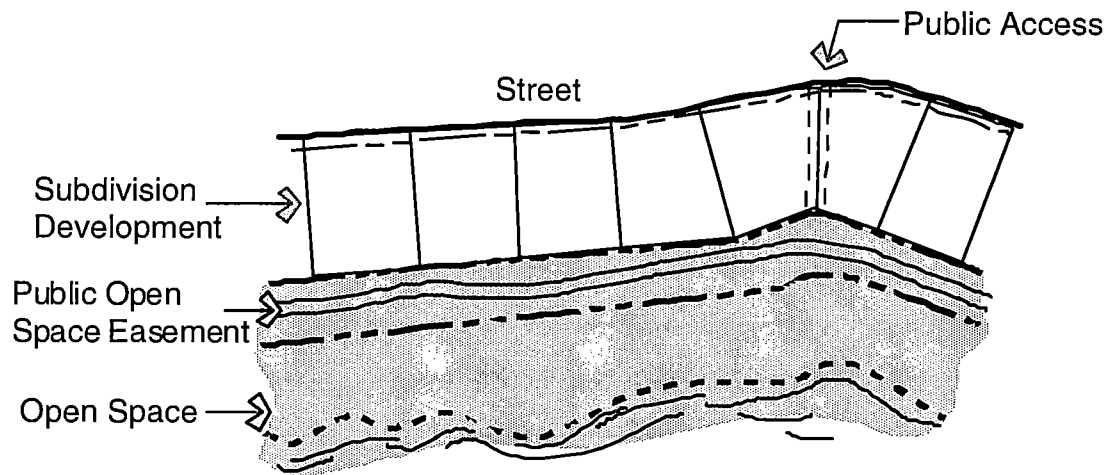
A. *Land Design Standards – New Residential Requirements*

Desired Land Design requirements are achieved by projects in accordance with **Zoning Exhibit** and the following criteria:

1. **Provision of Public Pathways - Public Open Space**

a. **Base Standard**

- (1) Trail shall be constructed to the City's standards. Open space parkland shall be in accordance with **Zoning Exhibit** as adopted by this ordinance.
- (2) The public pathway system easement(s) shall be connected along existing or planned utility rights-of-way and/or public property lines to any existing or planned public trail system on abutting land. Locate the public open space easement to provide for future connections to be made by others across intervening property to any existing or planned public trail system on land that does not abut the development.



b. **Desirable Design Attributes**

Single-loaded Street along open space and access per **Zoning Exhibit**.

2. **Provision of Public Pathway – Perimeter Walkways and Landscape**

a. **Base Standard**

- (1) Per **Zoning Exhibit** and coordinate improvements with the City of Wylie.
- (2) Landscaping and Tree Preservation shall be in accordance with **Zoning Exhibit**.

The following trees and shrubs are recommended for landscaping and screening purposes and shall be of a species common or adaptable to this area of Texas:

1. Large Trees:

Pecan	Red Oak
Burr Oak	Water Oak
Southern Magnolias	Live Oak
Bald Cypress	

- | | |
|----------------------|---------------------|
| 2. Small Trees: | |
| Yaupon Hollies | Crape Myrtle |
| Wax Myrtle | Cherry Laurel |
| Red Bud | Japanese Black Pine |
| Cedar Elm | |
| 3. Evergreen Shrubs: | |
| Red Tip Photinia | Burford Holly |
| Nellie R. Stevens | Chinese Holly |
| Yaupon Holly | Clearra |
| Nandinnia | Dwarf Crape Myrtle |
| Japanese Ligustrum | Waxleaf Ligustrum |
| Abelia | Junipers |
| Barberry | Asian Jasmine |
| Honeysuckle | English Ivy |
| Boston Ivy | Liriope |
| Monkey Grass | Virginia Creeper |
| Vinca | Mondon Grass |
| Ophia Pogon | Elaeagnus |
| Purple Sage | Pistachio |

The following trees are discouraged for landscaping and screening purposes:

- | | |
|--------------|---------------|
| Silver Maple | Hackberry |
| Green Ash | Arizona Ash |
| Mulberry | Cottonwood |
| Mimosa | Syberian Elm |
| American Elm | Willow |
| Sycamore | Bradford Pear |

b. Desirable Design Attributes

None

B. Street and Sidewalk Standards – New Residential Requirements

Desired street and sidewalk requirements are achieved in accordance with the following criteria:

1. Street Treatments – Entry Features and Signage at Entries

a. Base Standard

Architectural features on stone monument (no brick) with landscaping and incorporated into open space area and illuminated by means other than street lights.

b. Desirable Design Attributes

Decorative iron accent panels or 2 or more different type/color of stone (can be synthetic or cultured).



2. Street Treatments – Street Name Signs

a. Base Standard

Block numbers shall be incorporated with street lighting that is coordinated throughout the subdivision.

b. Desirable Design Attributes:

None

3. Pedestrian Sidewalks - Sidewalk Locations

a. Base Standard

4 feet wide concrete pedestrian sidewalks shall be located on both sides of the street, in the right-of-way of every internal street.

b. Desirable Design Attributes:

None

4. Pedestrian Sidewalks - Sidewalk Lighting

a. Base Standard

Decorative street lighting shall be provided along residential streets throughout all Residential Developments, providing low illumination with decorative poles with spacing ranging from 250 feet to 350 feet between lights placed on alternating sides of the street. A Street Lighting Plan must be submitted to the City Engineer for approval. The City Engineer is authorized to alter the distance requirement if needed in an effort to achieve the best lighting arrangement possible.

b. Desirable Design Attributes:



None

5. Perimeter Alleys

a. Base Standard

No Alleyways are required for the subdivision.

b. Desirable Design Attributes:

None

C. Architectural Standards – New Residential Requirements

1. Building Bulk and Articulation

a. Base Standard

In order to avoid large blank facades, variations in the elevation of residential facades facing a public street shall be provided in both the vertical and horizontal dimensions. At least 20 percent of the façade shall be offset a minimum of 1 foot either protruding from or recessed back from the remainder of the façade.

b. Desirable Design Attributes:

None

2. House Numbers

a. Base Standard

All single family residential units shall have lighted front stone wall plaque with resident address beside the main entry of the dwelling unit.

b. Desirable Design Attributes:

None

3. Exterior Façade Material

a. Base Standard

All single family residential units shall have a minimum of eighty (80) percent of the exterior facade composed of kiln-fired clay brick or masonry stucco with the balance being window boxes, gables, architectural shingle and etc., but not 20% siding, excluding windows, doors and other openings. Glazing shall not exceed twenty-five (25) percent of the front elevation of the residence. Dormers, second story walls or other elements supported by the roof structure may be composite masonry materials if approved by the Building Official as having the same durability as masonry or stone and when offset at least six (6) inches from the first floor exterior wall. Wood, vinyl siding and EIFS materials shall not be used for exterior walls.

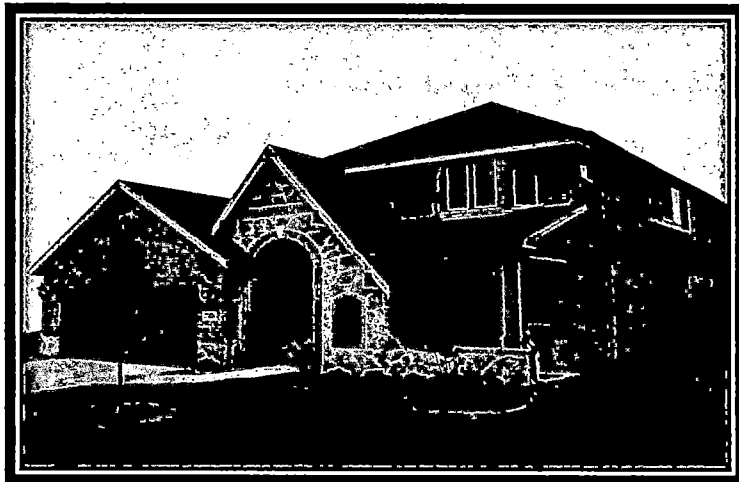
b. Desirable Design Attributes:

None

4. Exterior Facades – Porch

a. Base Standard

Each single family residential unit shall have a combined total covered front, side or rear entry of a minimum of 120 total square feet of floor area.



b. Desirable Design Attributes:

Two or more sides of covered porches, or pitched cover incorporated into roof lines of house

5. Exterior Facades - Chimneys

a. Base Standard

Chimney flues for fireplace chimneys are to be within a chimney enclosed with masonry matching exterior walls of the residential unit and capped.

b. Desirable Design Attributes:

Fireplace chimneys shall incorporate 40 percent stone, matching the accent exterior façade materials of the house for houses with Chimneys.

6. Roofs and Roofing - Roof Pitch

a. Base Standard

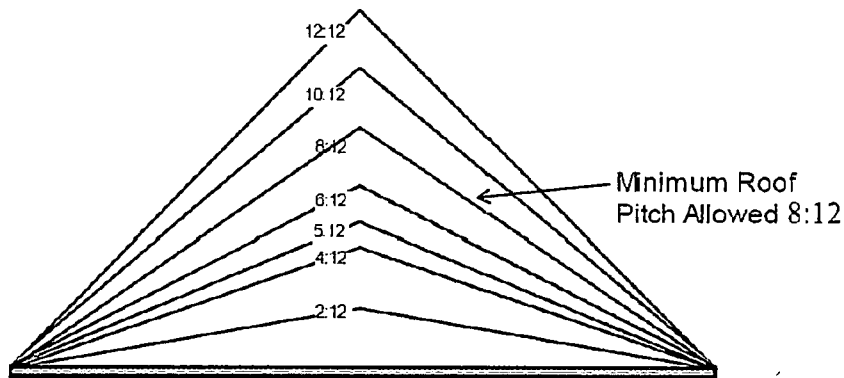
All single family residential units shall have a minimum roof pitch of 8:12, with articulation, dormers or a combination of hip and gable roofing.

b. Desirable Design Attributes:

None

7. Roofs and Roofing - Roofing Materials

a. Base Standard



All single family residential units shall have architectural-grade overlap shingles, tile or standing seam metal. Wood shingles are not permitted. Plumbing

vents, attic vents, and other rooftop accessories are to be painted to match the roof shingle color.

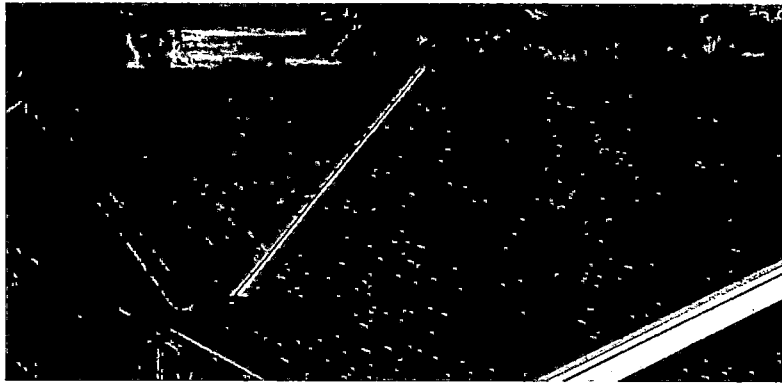
b. Desirable Design Attributes:

None

8. Roofs and Roofing - Roof Eaves

a. Base Standard

No wood fascia or soffits are permitted.



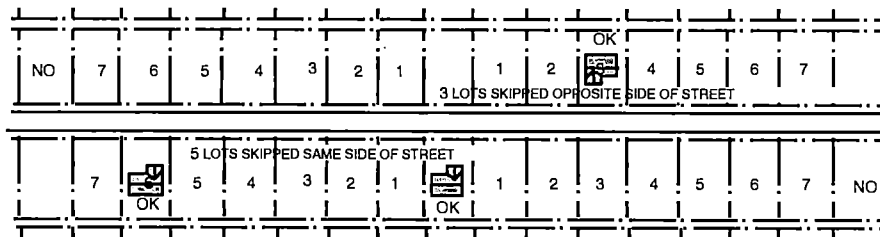
b. Desirable Design Attributes:

None

9. Repetition of Residential Unit Designs – Repetition of Floor Plan and Elevation

a. Base Standard

A minimum of five (5) platted residential lots must be skipped on the same side and three (3) lots must be skipped on the opposite side of a street before rebuilding the same single family residential unit with an identical (or nearly identical) street elevation design. The same floor plan shall not be repeated on neighboring, side by side lots or directly across the street.



Identical or nearly identical floor plan means that the layout, size and function of the rooms are essentially the same. Identical or nearly identical street elevation design means little or no variation in the articulation of the facade, height or width of facade, placement of the primary entrances, porches, number and placement of windows, and other major architectural feature. It does not mean similar colors, materials, or small details.

b. Desirable Design Attributes:

None

10. Garage Entry

a. Base Standard

Garage doors can be located on the primary street elevation of a single family residential unit with an upgraded insulated door with carriage hardware. The

primary street would be the addressed street front. Garages may face the street on a corner lot side yard. Each garage shall be a minimum of 2 car garage.



b. Desirable Design Attributes:

None

11. Dwelling Size

a. Base Standard

The minimum square feet of floor space shall 2,000 s.f. , measured within the outside dimensions of a residential dwelling unit including each floor level, but excluding carports, garages, and breezeways.

12. Fencing

a. Base Standard

- (1) Side and rear yard fences (if provided) shall be permitted to a height of 8 feet maximum and constructed of wood with metal posts and rails to the inside.
- (2) Pressure treated wood is prohibited.
- (3) Fences shall be constructed of decorative iron next to public open space, and shall be minimum 4 ft in height.

b. Desirable Design Attributes

None

13. Landscaping

a. Base Standard

- (1) Each residential dwelling shall have sodded front, side, and rear yard with a minimum of 2 trees and 5 shrubs in front yard.
- (2) All landscaped areas must be kept in a healthy and growing condition. Any plant materials that die during a time of year where it is not feasible to replant shall be replaced as soon as possible.

b. Desirable Design Attributes

Each residential dwelling unit shall have an automated, subsurface irrigation system.

14. Outdoor Lighting

a. Base Standard

All residential dwelling units shall have an illuminated standard porch light at the front entry and drive/garage.

b. Desirable Design Attributes

Front façade and drive/garage shall be illuminated by coach lights on each side of the garage and front yard activity area illuminated and wired to the interior of the house.

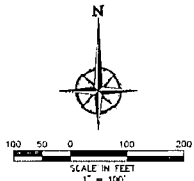
15. Conservation/Sustainability

a. Base Standard

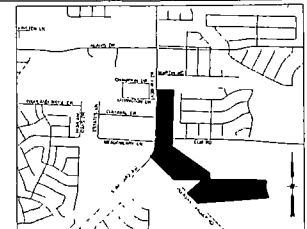
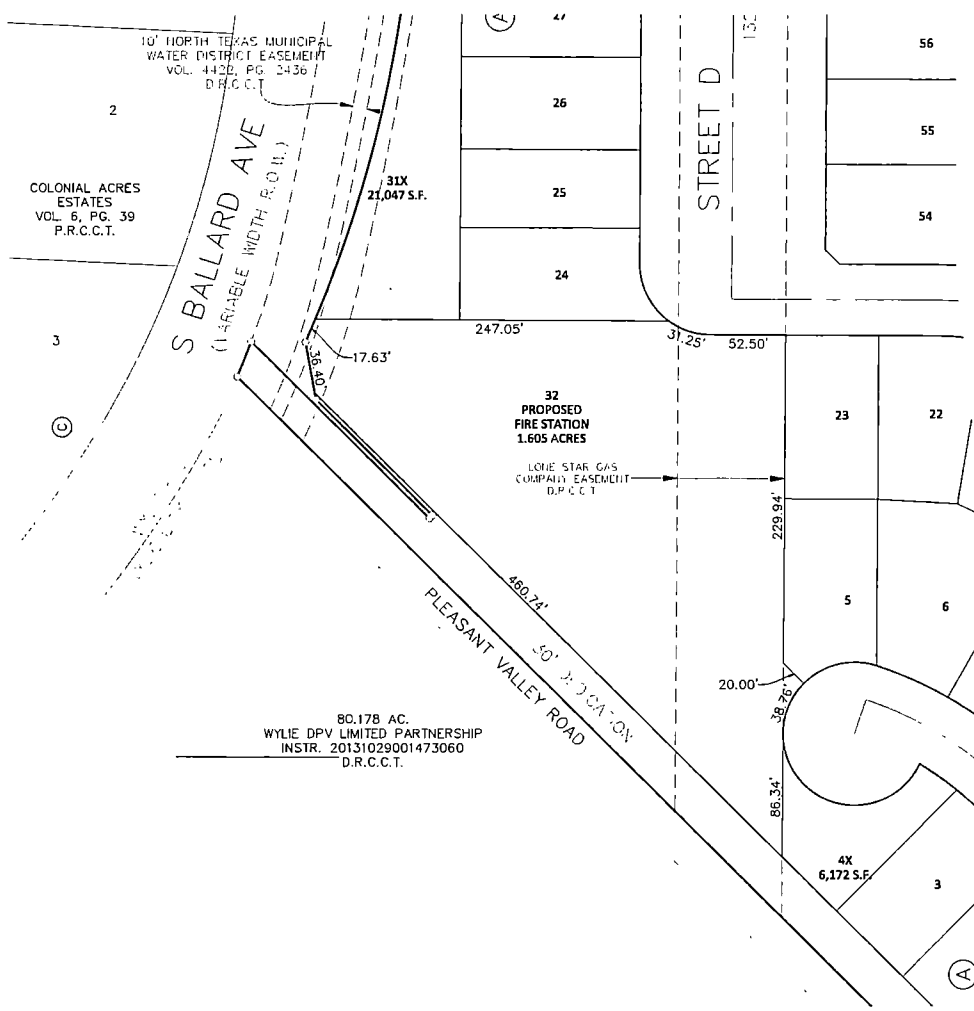
Each residential dwelling unit must comply with the Energy component of the Building Code.

b. Desirable Design Attributes

None



NOTICE: Selling a portion of this addition by metes and bounds, is a violation of City Ordinance and State Law, and is subject to fines and withholding of utilities and building permits.



VICINITY MAP
N.T.S.

- NOTES:
1. Easements are based on Texas State Plane Coordinates - Projection: State Plane 46083 Texas North Central Zone 4202, Lambert Conformal Conic, Feet (EAS-FICF)
 2. The Collin Central Appraisal District maps show the subject property entirely within the D.W. Briggs Survey, Abstract No. 500. The subject land also appears on the subject property as being part of the D.W. Wilson Survey, Abstract No. 500. However, the Texas General Land Office maps show that subject property is within the Wilson Survey, Abstract No. 500.
 3. In wetland situations, the parcel described herein does not lie within a Special Flood Hazard Area (SFHA) as delineated on the Collin County, Texas and Incorporated Areas Flood Insurance Rate Map, Map Number 46055C0551, dated June 2, 2007, as published by the Federal Emergency Management Agency. The Surveyor attests the above referenced floodplain information for the determination and the Surveyor does not certify that revised floodplain information has or has not been published by the Federal Emergency Management Agency or some other source. This statement does not create liability on the part of the surveyor.
 4. All corners set herein are 5/8" Iron Pipes with yellow cap stamped F.P.S. Number 3563.
 5. Lots 4a, 4b, 31c, Block A, Lot 9c, Block B, Lot 19, Block C, and Lot 20a & 27a, Block D, to be ceded and maintained by the Home Owner's Association.

80.178 AC.
WYLIE DPV LIMITED PARTNERSHIP
INSTR. 20131029001473060
D.P.C.C.T.

EXHIBIT "C"

OWNERS
MARY STONE HOWREY
LIVING TRUST
PO BOX 524
WYLIE, TX 75098

DEVELOPER
DOUGLAS PROPERTIES, INC.
2309 K AVENUE, SUITE 100
PLANO, TEXAS 75074
(972) 422-1658

FIRE STATION EXHIBIT
HOWREY FARMS
1 FIRE STATION SITE
BEING
51.708 ACRES

SITUATED IN THE
WILLIAM SUTTON SURVEY, ABST. NO. 860
CITY OF WYLIE ETI, COLLIN COUNTY, TEXAS
ENGINEERING CONCEPTS & DESIGN, L.P.
ENGINEERING/PROJECT MANAGEMENT/CONSTRUCTION SERVICES
TEXAS FIRM REG. NO. 061145

SCALE 1"=100'
DATE: JULY 09, 2017



NOTE: Selling a portion of this addition by metes and bounds is a violation of City Ordinance and State Law, and is subject to fines and withholding of utilities and building permits.



NOTES:

1. Drawings are based on Texas State Plane Coordinate System, State Plane 5403M, Texas North Central Zone 422, Largest Contiguous Zone (1983-1987).
2. The Code of City Ordinances District 3 maps show the subject property initially within the 11.86 Acres, Survey No. 1689-5, 1689-6. The subject property also overlaps the subject property on parcel 24 of the 11.86 Acres Survey, Block No. 1891, Houston, The Texas Central Land Office Map of the subject property is within the subject Survey, Block No. 1891.
3. As depicted on this map, the 1.605 acre proposed station site does not include a portion of the 1.605 acre site shown on the subject Survey, Block No. 1891, Houston, The Texas Central Land Office Map, Map Number 1689-5, 1689-6, dated June 2, 1983, as published by the Federal Emergency Management Agency. The boundary shown on this map is the boundary as shown on the subject Survey, Block No. 1891, Houston, The Texas Central Land Office Map, Map Number 1689-5, 1689-6, dated June 2, 1983, as published by the Federal Emergency Management Agency at some other source. The boundary shown on this map is the boundary as shown on the subject Survey, Block No. 1891, Houston, The Texas Central Land Office Map, Map Number 1689-5, 1689-6, dated June 2, 1983, as published by the Federal Emergency Management Agency.
4. All lot areas are based on 5283' Base Line with corner the original 1891, Houston, The Texas Central Land Office Map, Map Number 1689-5, 1689-6, dated June 2, 1983, as published by the Federal Emergency Management Agency.

EXHIBIT "C"

OWNERS
**MARY STONE HOWREY
LIVING TRUST**
PO BOX 524
WYLE, TX 75098

CECIL HALE
EROS GOLD DUST TRAIL
DALLAS, TEXAS 75252

DEVELOPER
DOUGLAS PROPERTIES, INC.
2309 F AVENUE, SUITE 100
PLANO, TEXAS 75074
(972) 422-1656

FIRE STATION EXHIBIT
HOWREY FARMS
1 FIRE STATION SITE
BEING
51,708 ACRES

SITUATED IN THE
WILLIAM SUTTON SURVEY, ABST. NO. 860
CITY OF WYLE ET AL, COLLIN COUNTY, TEXAS
ENGINEERING CONCEPTS & DESIGN, L.P.
ENGINEERING, PROJECT MANAGEMENT, CONSTRUCTION SERVICES
TEXAS FIRE REG. NO. 002447

SCALE: 1" = 100'
DATE: JULY 18, 2013
301 WINDY CIRCLE, SUITE 500, WYLE, TEXAS 75098
(972) 941-8400 (972) 941-8400 FAX (972) 941-8400



Wylie City Council

AGENDA REPORT

Meeting Date: October 10, 2017
Department: Planning
Prepared By: Renaë' Ollie
Date Prepared: September 21, 2017

Item Number: 2
(City Secretary's Use Only)
Account Code: _____
Budgeted Amount: _____
Exhibits: 1

Subject

Hold a Public Hearing and consider, and act upon, a Replat of Block B, Lot 6R of Woodbridge Center Phase 1 Addition (Credit Union of Texas) on 0.9058 acres, generally located at the Southwest corner of Woodbridge Parkway and FM 544.

Recommendation

Motion to approve a Replat of Block B, Lot 6R of Woodbridge Center Phase 1 Addition (Credit Union of Texas) on 0.9058 acres, generally located at the Southwest corner of Woodbridge Parkway and FM 544.

Discussion

ENGINEER: Kimley-Horn

OWNER: CSD Woodbridge, LLC

The property totals 0.9058 acres and will modify the existing lot 6R, Block B of Woodbridge Center Phase 1 to dedicate additional right of way.

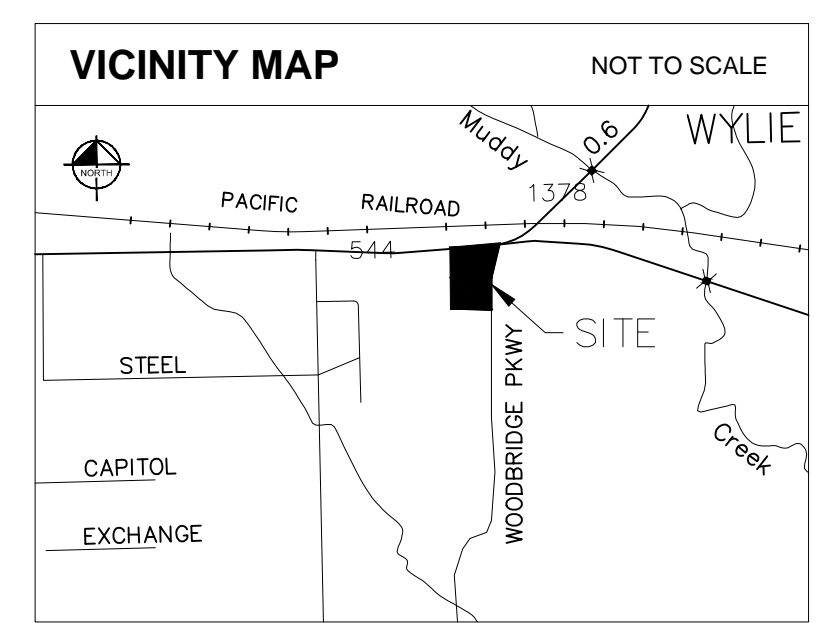
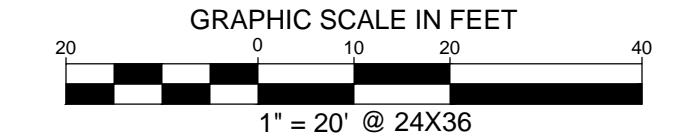
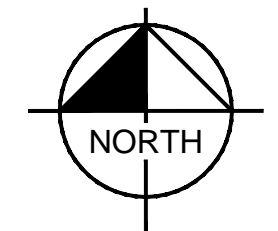
2,387 sq ft of right-of-way will be dedicated to FM 544 and 1,637 sq ft will be dedicated to Woodbridge Parkway.

The replat will also add visibility access easements, an 8' pedestrian sidewalk easement, and mark all the existing easements from the previous final plat.

The Replat complies with the applicable technical requirements of the City of Wylie and is recommended for approval subject to additions and/or alterations as required by the Engineering Department.

PLANNING & ZONING COMMISSION DISCUSSION:

The Planning and Zoning Commission voted 6-0 to recommend approval subject to additions and/or alterations to the engineering plans as required by the Engineering Department. The Site Plan for Credit Union of Texas was also approved by the Commission.



NOTES:

1. According to Community Panel No. 480759 0415 J, dated June 2, 2009 of the National Flood Insurance Program Map, Flood Insurance Rate Map of Wylie County, Texas, Federal Emergency Management Agency, Federal Insurance Administration, this property is not within a special flood hazard area. If this site is not within an identified special flood hazard area, this flood statement does not imply that the property and/or the structures thereon will be free from flooding or flood damage. On rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the surveyor.
2. 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 withholdings of utilities and building permits.
3. The bearings are based on Woodbridge Centre, Phase I Addition, Lots 6R, 7R and 8R, Block B, according to the plat recorded in Volume 2013, Page 288 of the Map Records of Collin County, Texas.
4. All corners are a 5/8" iron rod with plastic cap stamped "KHA" set unless noted otherwise.
5. No appurtenance between the height of 2' and 9' may be placed in visibility triangles.
6. The coordinates shown hereon are Texas State Plane Coordinate System, North Central Zone, North American Datum of 1983 on grid coordinate values, no scale and no projection.

OWNERS CERTIFICATE

STATE OF TEXAS
COLLIN COUNTY

WHEREAS CSD WOODBRIDGE LLC is the owner of a tract of land situated in the I. & G. N. Railroad Company Survey, Abstract No. 1061 and the John W. Curtis Survey, Abstract No. 196, City of Wylie, Collin County, Texas and being all of Lot 6R, Block B of Woodbridge Centre, Phase I Addition, an addition to the City of Wylie according to the plat recorded in Volume 2013, Page 288 of the Map Records of Collin County, Texas and being more particularly described as follows:

BEGINNING at a "X" cut in concrete found at the intersection of the south right-of-way line of F.M. 544 (a variable width right-of-way) and the west right-of-way line of Woodbridge Parkway (a 110-foot wide right-of-way) and being at the beginning of a curve to the right having a central angle of 111.1 degrees and a radius of 110.0 feet;

THENCE with said west right-of-way line of Woodbridge Parkway, in a southwesterly direction, with said curve to the right, an arc distance of 284.98 feet to a "X" cut in concrete set for the northeast corner of Lot 5, Block B of Woodbridge Centre, Phase I Addition, an addition to the City of Wylie according to the plat recorded in Volume 2012, Page 308 of said Map Records;

THENCE departing said west right-of-way line of Woodbridge Parkway and with the north line of said Lot 5, Block B, South 1/2 J.F.U.G.F.A. West, a distance of 113.09 feet to a "X" cut in concrete set for the southwest corner of said Lot 6R, Block B;

THENCE departing said north line of Lot 5, Block B and with the west line of said Lot 6R, Block B, North 1/2 J.F.U.G.F.A. West, a distance of 266.38 feet to a "X" cut in concrete set in said south right-of-way line of F.M. 544 for the northwest corner of said Lot 6R, Block B;

THENCE with said south right-of-way line of F.M. 544, the following courses and distances:

S 89° 58' 00" W 113.09' to "X" cut in concrete set for the northwest corner of said Lot 6R, Block B;
S 89° 58' 00" W 266.38' to "X" cut in concrete set for the southwest corner of said Lot 6R, Block B;
S 89° 58' 00" W 113.09' to "X" cut in concrete set for the northwest corner of said Lot 6R, Block B;

OWNER'S DEDICATION

STATE OF TEXAS
COUNTY OF COLLIN
CITY OF WYLIE

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT, CSD WOODBRIDGE LLC, do hereby adopt this plat designating the hereinabove described property as WOODBRIDGE CENTRE, PHASE I ADDITION, LOT 6R, BLOCK B, in addition to the City of Wylie, and does hereby dedicate to the public use forever the streets and alleys shown thereon and do hereby reserve the easement strips shown on this plat for the mutual use and accommodation of garbage collection agencies and all public utilities desiring to use or using same. Property owners shall maintain easements and any public utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs, or other improvements or growths in which any way endanger or interfere with the construction, maintenance or efficiency of its respective systems on any of these easement strips and any public utility shall at all times have the right of ingress and egress to and from and upon the said easement strips for the purpose of constructing, reconstructing, inspecting, patrolling, without the necessity at any time procuring the permission of anyone. This plat approved subject to all platting ordinances, rules, regulations and resolutions of the City of Wylie, Texas.

WITNESS OUR HAND AT _____, this _____ day of _____, 2017.

CSD WOODBRIDGE LLC

By: _____
Name: Fritz L. Duda Jr.
Title: Authorized Agent

STATE OF _____
COUNTY OF _____

BEFORE ME, the undersigned, a Notary Public in and for The State of _____, on this day personally appeared Fritz L. Duda Jr., known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations thereof expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____th day of _____, 2017.

Notary Public, State of _____

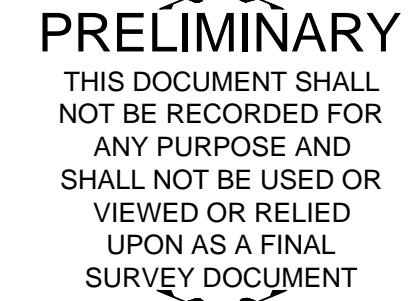
Print Name _____

SURVEYOR'S CERTIFICATION

KNOW ALL MEN BY THESE PRESENTS:

That I, J. Andy Dobbs, do hereby certify that I prepared this plat and the field notes made a part thereof from an actual and accurate survey of the land and that the corner monuments shown thereon were properly placed under my personal supervision, in accordance with the Subdivision regulations of the City of Wylie, Texas.

J. Andy Dobbs
Registered Professional Land Surveyor No. 6196
Kimley-Horn and Associates, Inc.
13455 Noel Road, Two Galleria Office Tower, Suite 700
Dallas, Texas 75240
Ph. 972-770-1300
andy.dobbs@kimley-horn.com



STATE OF TEXAS
COUNTY OF DALLAS

BEFORE ME, the undersigned, a Notary Public in and for The State of Texas, on this day personally appeared J. Andy Dobbs, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations thereof expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____th day of _____, 2017.

Notary Public, State of Texas

Print Name _____

OWNER:
CSD WOODBRIDGE LLC
980 N. Michigan Ave. #1280
Chicago, Illinois 606141
Contact: Fritz L. Duda Jr.
Phone: 312-377-9100

ENGINEER:
Kimley-Horn and Assoc., Inc.
13455 Noel Road, Two Galleria
Office Tower, Suite 700,
Dallas, Texas 75240
Contact: Sarah Scott, P.E.
Phone: 972-770-1300

Kimley»Horn

13455 Noel Road, Two Galleria Office Tower, Suite 700, Dallas, Texas 75240 FIRM # 10115500 Tel. No. (972) 770-1300 Fax No. (972) 239-3620

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 20'	MTG	JAD	SEP. 2017	064494603	1 OF 1

F.M. 544
(A VARIABLE WIDTH R.O.W.)

R.O.W. DEDICATION
BY THIS PLAT
0.0548 ACRES
2,387 SQ. FT.

WOODBRIDGE PARKWAY
(A 110-FOOT WIDE R.O.W.)

R.O.W. DEDICATION
BY THIS PLAT
0.0376 ACRES
1,637 SQ. FT.

LOT 6R, BLOCK B
0.9058 ACRES
39,456 SQ. FT.

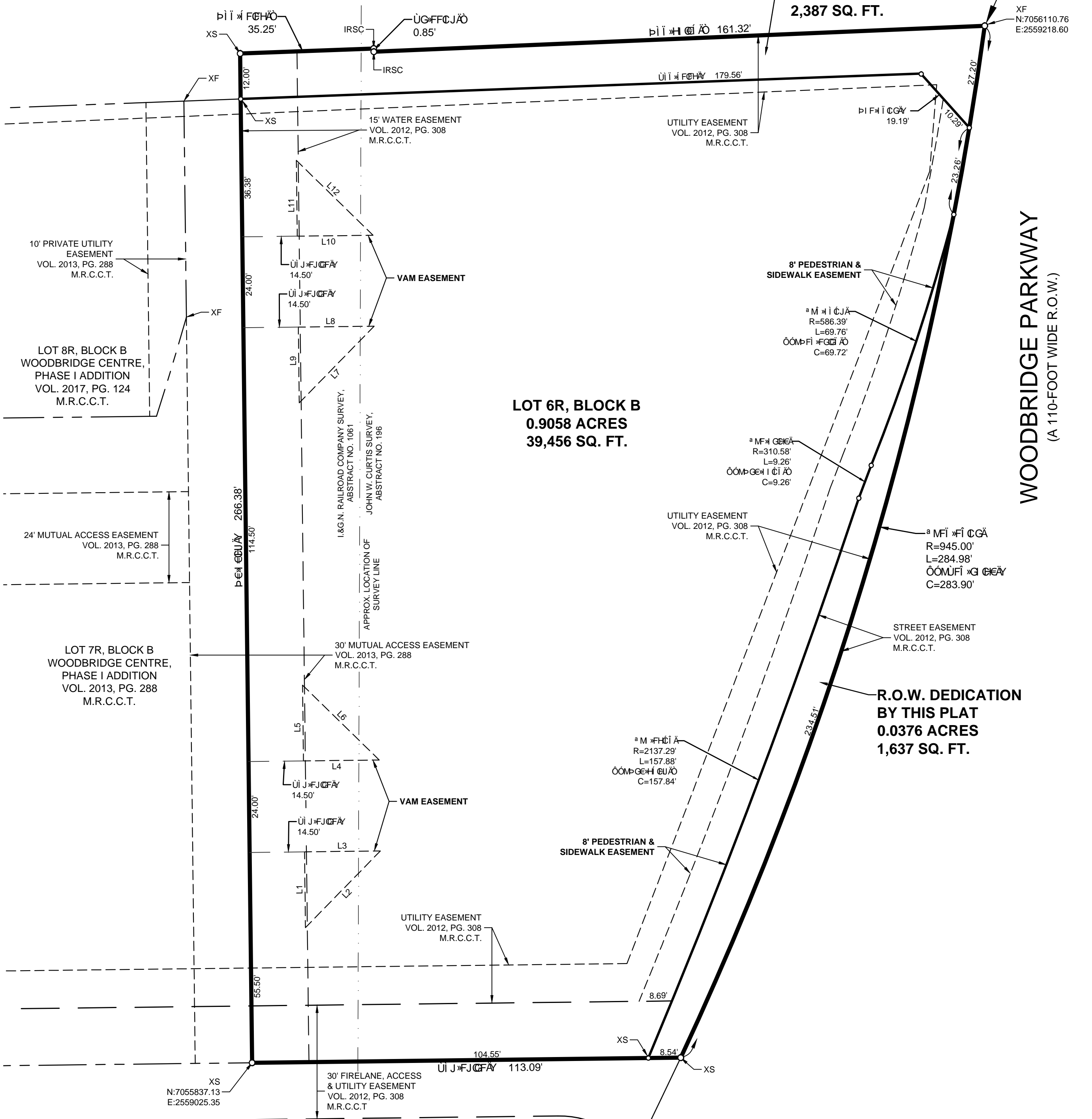
NO.	BEARING	LENGTH
L1	U 1/4 J.F.U.G.F.A.	20.00'
L2	S 89° 58' 00" W	28.28'
L3	U 1/4 J.F.U.G.F.A.	20.00'
L4	S 89° 58' 00" W	20.00'
L5	U 1/4 J.F.U.G.F.A.	20.00'
L6	S 89° 58' 00" W	28.28'
L7	U 1/4 J.F.U.G.F.A.	20.00'
L8	S 89° 58' 00" W	28.28'
L9	U 1/4 J.F.U.G.F.A.	20.00'
L10	S 89° 58' 00" W	28.28'
L11	U 1/4 J.F.U.G.F.A.	20.00'
L12	S 89° 58' 00" W	28.28'

LEGEND

P.O.B. = POINT OF BEGINNING
IRSC = 5/8" IRON ROD WITH "KHA" CAP SET
XF = "X" CUT IN CONCRETE FOUND
XS = "X" CUT IN CONCRETE SET
R.O.W. = RIGHT-OF-WAY
M.R.C.C.T. = MAP RECORDS, COLLIN COUNTY, TEXAS
VAM = VISIBILITY, ACCESS AND MAINTENANCE

VISIBILITY, ACCESS AND MAINTENANCE EASEMENTS:

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





Wylie City Council

AGENDA REPORT

Meeting Date: October 10, 2017
Department: Planning
Prepared By: Renae' Ollie
Date Prepared: September 21, 2017

Item Number: 3
(City Secretary's Use Only)
Account Code: _____
Budgeted Amount: _____
Exhibits: 1

Subject

Hold a Public Hearing and consider, and act upon, a Replat of Block B, Lots 4B and 5B of Woodbridge Center Phase 1 Addition on 2.032 acres, generally located at the Southwest corner of Woodbridge Parkway and FM 544.

Recommendation

Motion to approve a Replat of Block B, Lots 4B and 5B of Woodbridge Center Phase 1 Addition on 2.032 acres, generally located at the Southwest corner of Woodbridge Parkway and FM 544.

Discussion

ENGINEER: Winklemann and Associates, Inc.

OWNER: CSD Woodbridge, LLC

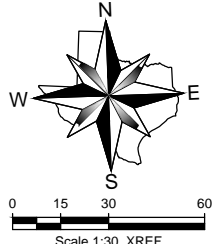
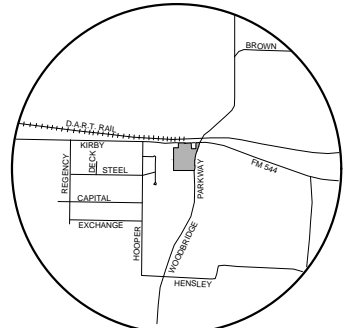
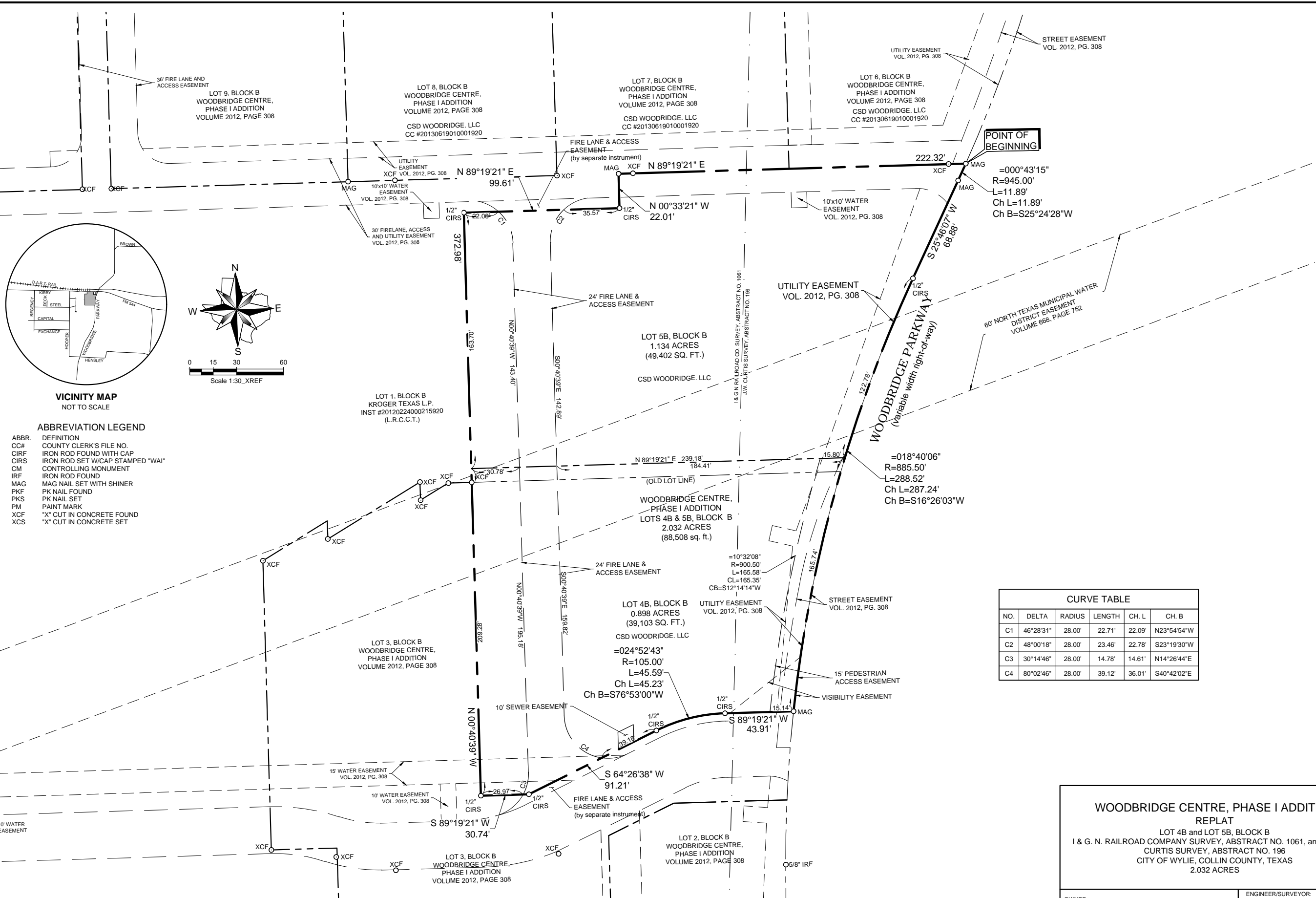
The property totals 2.096 acres and will create two lots from two existing lots. The reason for the replat is to move the dividing lot line north approximately 10' to accommodate the development of a retail development on Lot 4B and add a 24' access/fire lane easement across both properties. The development of 4B is proposed as a single story pet supply store. The site plan for this commercial use is also on the current agenda for consideration.

Both lots in the Replat meet the minimum street frontage and lot size requirements. The plat shall also dedicate the necessary rights-of-way, fire lanes, utility, construction, and drainage easements.

The Replat complies with the applicable technical requirements of the City of Wylie and is recommended for approval subject to additions and/or alterations as required by the Engineering Department.

PLANNING & ZONING COMMISSION DISCUSSION:

The Planning and Zoning Commission voted 6-0 to recommend approval subject to additions and/or alterations to the engineering plans as required by the Engineering Department. The Site Plan for Pet Supplies Plus was also approved by the Commission.



ABBREVIATION LEGEND

ABBR.	DEFINITION
CC#	COUNTY CLERK'S FILE NO.
CIRF	IRON ROD FOUND WITH CAP
CIRS	IRON ROD SET W/CAP STAMPED "WAI"
CM	CONTROLLING MONUMENT
IRF	IRON ROD FOUND
MAG	MAG NAIL SET WITH SHINER
PKF	PK NAIL FOUND
PKS	PK NAIL SET
PM	PAINT MARK
XCF	"X" CUT IN CONCRETE FOUND
XCS	"X" CUT IN CONCRETE SET

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CH. L	CH. B
C1	46°28'31"	28.00'	22.71'	22.09'	N23°54'54"W
C2	48°00'18"	28.00'	23.46'	22.78'	S23°19'30"W
C3	30°14'46"	28.00'	14.78'	14.61'	N14°26'44"E
C4	80°02'46"	28.00'	39.12'	36.01'	S40°42'02"E

WOODBRIDGE CENTRE, PHASE I ADDITION
REPLAT
 LOT 4B and LOT 5B, BLOCK B
 I & G. N. RAILROAD COMPANY SURVEY, ABSTRACT NO. 1061, and THE J.W. CURTIS SURVEY, ABSTRACT NO. 196
 CITY OF WYLIE, COLLIN COUNTY, TEXAS
 2.032 ACRES

OWNER:
 CSD WOODBRIDGE LLC
 980 NORTH MICHIGAN AVENUE
 SUITE 1280
 CHICAGO, IL 60611
 (312) 377-9100

ENGINEER/SURVEYOR:
 WINKELMANN & ASSOCIATES INC.
 6750 HILLCREST PLAZA DR., SUITE 325
 DALLAS, TEXAS 75230
 (972) 495-7090
 TEXAS ENGINEERS REGISTRATION NO. 89
 TEXAS SURVEYORS NO. 100866-00

"Selling a portion of this addition by metes and bounds is a violation of City Ordinance and State Law and is subject to fines and withholding of utilities and building permits"

NO.	DATE	REVISION	APPROVAL

REPLAT
WOODBRIDGE CENTRE, PHASE I
2.032 ACRES

I & G. N. RAILROAD COMPANY SURVEY,
 ABSTRACT NO. 1061 AND THE J.W. CURTIS SURVEY,
 ABSTRACT NO. 196
 CITY OF WYLIE, COLLIN COUNTY, TEXAS

REPLAT
WOODBRIDGE CENTRE, PHASE I
2.032 ACRES

Date : 06.27.17
 Scale : 1:30_XREF
 File : 31556.0E-RPLT
 Project No. : 31556.0E

SHEET
1
2 of

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Winkelmann & Associates, Inc.
 CONSULTING CIVIL ENGINEERS & SURVEYORS
 6750 HILLCREST PLAZA DR., SUITE 325
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 (972) 495-7090
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 TXS ERS REG. NO. 89
 TXS SURV. NO. 100866-00
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PROPERTY DESCRIPTION

WHEREAS CSD WOODBRIDGE LLC is the owner of a tract of land situated in the I & G. N. Railroad Company Survey, Abstract No. 1061, and the J.W. Curtis Survey, Abstract No. 196, in the City of Wylie, Collin County, Texas, and being all of Lots 4 and 5, Block B, Woodbridge Centre, Phase I Addition, an addition to the City of Wylie, Collin County, Texas according to the plat thereof recorded in Volume 2012, Page 308, Official Public Records, Collin County, Texas, and being more particularly described as follows:

BEGINNING at a MAG nail with shiner set for corner, said MAG nail being situated in the west right-of-way line of Woodbridge Parkway (variable width right-of-way) and being the northeast corner of said Lot 5, Block B and the beginning of a curve to the right having a radius of 945.00 feet, a central angle of 00 deg 43 min 15 sec, a chord bearing of South 25 deg 24 min 28 sec West and a chord length of 11.89 feet;

THENCE with the west right-of-way line of Woodbridge Parkway, the following courses and distances:

Southwesterly, with said curve to the right, an arc distance of 11.89 feet to a Mag nail set for corner;

South 25 deg 46 min 07 sec West, a distance of 68.88 feet to a 5/8 inch iron rod found at the beginning of a curve to the left having a radius of 885.50 feet, a central angle of 18 deg 40 min 06 sec and a chord bearing of South 16 deg 26 min 03 sec West, and a chord length of 287.24 feet;

Southwesterly, with said curve to the left, an arc distance of 288.52 feet to a MAG nail set for corner, said MAG nail being the southeast corner of said Lot 4, Block B;

THENCE South 89 deg 19 min 21 sec West, departing the west right-of-way line of said Woodbridge Parkway, a distance of 43.91 feet to a 1/2 inch iron rod with red plastic cap stamped "WAI" set for corner and the beginning of a curve to the left having a radius of 105.00 feet, a central angle of 24 deg 52 min 43 sec, and a chord bearing of South 76 deg 53 min 00 sec West, and a chord length of 45.23 feet;

THENCE along said curve to the left, an arc distance of 45.59 feet to a 1/2 inch iron rod with red plastic cap stamped "WAI" set for corner;

THENCE South 64 deg 26 min 38 sec West, a distance of 91.21 feet to a 1/2 inch iron rod with red plastic cap stamped "WAI" set for corner;

THENCE South 89 deg 19 min 21 sec West, a distance of 30.74 feet to a 1/2 inch iron rod with red plastic cap stamped "WAI" set for corner, said iron rod being the southwest corner of said Lot 4, Block B;

THENCE North 00 deg 40 min 39 sec West, a distance of 372.98 feet to a 1/2 inch iron rod with red plastic cap stamped "WAI" set for corner, said iron rod being the northwest corner of said Lot 5, Block B;

THENCE North 89 deg 19 min 21 sec East, a distance of 99.61 feet to a 1/2 inch iron rod with red plastic cap stamped "WAI" set for corner;

THENCE North 00 deg 33 min 21 sec West, a distance of 22.01 feet to a MAG nail set for corner;

THENCE North 89 deg 19 min 21 sec East, a distance of 222.32 feet to the POINT OF BEGINNING.

CONTAINING within these metes and bounds 2.032 acres or 88,508 square feet of land, more or less.

Bearings shown hereon are based upon an on-the-ground Survey performed in the field on the 23rd day of November, 2011, utilizing a G.P.S. bearing related to the Texas Coordinate System, North Texas Central Zone (4202), NAD 83, using City of Wylie Control monuments CM 2 and CM 3, grid values of North 00 deg 40 min 39 sec West (plat-North 00 deg 20 min 08 sec West), along the East line of Hooper Business Park Addition, an addition to the City of Wylie, Texas, as recorded in Cabinet O, Page 21, P.R.C.C.T.

NOW, THEREFORE, KNOWN ALL MEN BY THESE PRESENTS:

That _____, acting herein by and through his (its) duly authorized officers, does hereby adopt this plat designating the herein above described property as WOODBRIDGE CENTRE, PHASE 1 ADDITION, an addition to the City of Wylie, Texas, and does hereby dedicate, in fee simple, to the public use forever, the streets, rights-of-way, and other public improvements shown thereon. The streets and alleys, if any, are dedicated for street purposes. The easements and public use areas, as shown, are dedicated, for the public use forever, for the purposes indicated on this plat. No buildings, fences, trees, shrubs or other improvements or growths shall be constructed or placed upon, over or across the easements as shown, except that landscape improvements may be placed in landscape easements, if approved by the City Council of the City of Wylie. In addition, utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the public's and City of Wylie's use thereof.

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

WITNESS MY HAND, THIS THE _____ DAY OF _____, 2017.

CSD WOODBRIDGE LLC

BY: _____

Title: _____

STATE OF ILLINOIS COUNTY OF COOK

BEFORE ME, the undersigned authority, a Notary Public in and for said county and state, 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 purpose and consideration thereof expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE

This _____ day of _____, 2017.

Notary Public in and for State of Illinois

My Commission Expires: _____

"Selling a portion of this addition by metes and bounds is a violation of City Ordinance and State Law and is subject to fines and withholding of utilities and building permits"

SURVEYOR'S CERTIFICATE

STATE OF TEXAS COUNTY OF COLLIN

KNOW ALL MEN BY THESE PRESENTS:

That I, Leonard J. Lueker, do hereby certify, that I have prepared this plat from an actual on the ground survey of the land as described and that the corner monuments shown thereon were properly placed under my personal supervision in accordance with the Platting Rules and Regulations of the City of Wylie Planning and Zoning Commission.

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.

Leonard J. Lueker Registered Professional Land Surveyor Texas Registration #5714 Winkelmann & Associates, Inc. 6750 Hillcrest Plaza Dr. #325 Dallas, Texas 75230 972/490-7090



STATE OF TEXAS COUNTY OF DALLAS

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared LEONARD J. LUEKER, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE This _____ day

of _____, 2017.

Notary Public in and for the State of Texas

My Commission Expires: _____

"Recommended for Approval"

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

"Approved for Construction"

Mayor, City of Wylie, Texas Date

"Accepted"

Mayor, City of Wylie, Texas Date

The undersigned, the City Secretary of the City of Wylie, Texas, hereby certifies that the foregoing final plat of the Woodbridge Centre, Phase I subdivision or addition to the City of Wylie was submitted to the City Council on the _____ day of _____, 2017, and the council, by formal action, then and there accepted the dedication of streets, alleys, parks, easements, public places, and water and sewer lines as shown and set forth in and upon said plat and said Council further authorized the Mayor to note the acceptance thereof by signing his name as hereinabove subscribed.

Witness my hand this _____ day of _____, A.D. 2017.

City Secretary City of Wylie, Texas

Table with columns for No., DATE, REVISION, APPROVAL, and Winkelmann & Associates, Inc. logo and contact information.

I & G. N. RAILROAD COMPANY SURVEY, ABSTRACT NO. 1061 AND THE J.W. CURTIS SURVEY, ABSTRACT NO. 196 CITY OF WYLIE, COLLIN COUNTY, TEXAS

REPLAT WOODBRIDGE CENTRE, PHASE I 2.032 ACRES

WOODBRIDGE CENTRE, PHASE I ADDITION REPLAT LOT 4B and LOT 5B, BLOCK B I & G. N. RAILROAD COMPANY SURVEY, ABSTRACT NO. 1061, and THE J.W. CURTIS SURVEY, ABSTRACT NO. 196 CITY OF WYLIE, COLLIN COUNTY, TEXAS 2.032 ACRES

OWNER: CSD WOODBRIDGE LLC 980 NORTH MICHIGAN AVENUE SUITE 1280 CHICAGO, IL 60611 (312) 377-9100

ENGINEER/SURVEYOR: WINKELMANN & ASSOCIATES INC. 6750 HILLCREST PLAZA DR., SUITE 325 DALLAS, TEXAS 75230 (972) 490-7090 TEXAS ENGINEERS REGISTRATION NO. 89 TEXAS SURVEYORS NO. 100866-00

2 of 2 SHEET

Date : 06.27.17 Scale : N/A File : 31556.0E-RPLT Project No. : 31556.0E