

A G E N D A

A regular meeting of the Mayor and City Council of the City of Waxahachie to be held in the Council Chamber at City Hall, 401 S. Rogers, Waxahachie, Texas, on ***Monday, August 7, 2023 at 7:00 p.m.***

Council Members: David Hill, Mayor, Council Member Place 1
Chris Wright, Mayor Pro Tem, Council Member Place 3
Patrick Souter, Council Member Place 2
Billie Wallace, Council Member Place 4
Travis Smith, Council Member Place 5

1. Call to Order
2. Invocation
3. Pledge of Allegiance and Texas Pledge of Allegiance
4. ***Public Comments:*** Persons may address the City Council on any issues. This is the appropriate time for citizens to address the Council on any concern whether on this agenda or not. In accordance with the State of Texas Open Meetings Act, the Council may not comment or deliberate such statements during this period, except as authorized by Section 551.042, Texas Government Code. ***Speakers must observe the five (5) minute time limit.***

5. ***Consent Agenda***

All matters listed under Item 5, 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. Approval of the Consent Agenda authorizes the Mayor/City Manager to execute all matters necessary to implement each item. Any item may be removed from the Consent Agenda for separate discussion and consideration by any member of the City Council.

- a. Minutes of the City Council meeting of July 17, 2023
 - b. Minutes of the City Council work session of August 1, 2023
 - c. Event application for Hike for Life 2023 to be held October 7, 2023 at Brown Singleton Park
 - d. Event application for Concert in the Park to be held October 13, 2023 at Railyard Park
 - e. Event application for Hachie 50 to be held April 20, 2024
 - f. Interlocal Cooperative Purchasing Agreement with the North Central Texas Council of Governments for the purchase of various goods and services through TXSHARE
 - g. Adoption of a designated loading/delivery space on North Rogers Street
 - h. Set City Council meeting for Tuesday, September 5, 2023
6. ***Introduce*** Honorary Council Member
 7. ***Present*** Proclamation recognizing August 6-12, 2023 as “National Health Center Week”

8. **Continue Public Hearing** on a request by Steve Meier, Turcotte Development, for a Specific Use Permit (SUP) for a Heavy Equipment Rental and Sales use within a Commercial (C) zoning district located at 2021 Corporate Parkway (Property ID 273978) - Owner: LEDBETTER REAL ESTATE, LTD (ZDC-24-2023)
9. **Consider** proposed Ordinance approving ZDC-24-2023
10. **Consider** Development Agreement for ZDC-24-2023
11. **Consider** a request by Steve Wilson, Pro Built Texas, for a Replat of Block 14, Parts of Lots 5B, 6B, 6C of the Old Town Waxahachie Addition, 1 lot, being 0.124 acres, located at the northwest corner of East Jefferson Street and South Jackson Street. (Property ID 170438 – Owner: RICHARD SHINPAUGH (SUB-40-2023)
12. **Consider** a request by Liliana Soto, The Nehemiah Company, for Plat Extension of Ridge Crossing, being 51.51 acres, located directly south of 601 Ovilla Road, situated in the William C. Tunnell Survey, Abstract 1080, an addition to the City of Waxahachie (Property ID: 191627) – Owner: JDS Ovilla Road, LLC (SUB-91-2023, originally SUB-118-2021)
13. **Consider** a request by William Atkins, for a waiver from construction of a sidewalk at 1612 E Main Street, as required by Section 3.5 of the Waxahachie Subdivision Ordinance
14. **Consider** and take action on an Ordinance providing for the issuance of Combination Tax and Revenue Certificates of Obligation, in an aggregate principal amount not to exceed \$40,000,000; and ordaining other matters relating to the subject
15. **Consider** proposed Resolution approving assignment of private activity bond authority to Texas Department of Housing and Community Affairs
16. **Consider** proposed Resolution approving a Multiple Use Agreement between the Waxahachie Police Department and the Texas Department of Transportation for the maintenance and operation of a public installation of fixed license plate recognition system
17. **Consider** approval of chip seal paving of Broadhead Road Project via Interlocal Agreement between the City of Waxahachie and Ellis County
18. **Consider** setting Proposed Tax Rate and Dates for Public Hearing
19. Comments by Mayor, City Council, City Attorney and City Manager
20. Adjourn

The City Council reserves the right to go into Executive Session as authorized by Section 551.071(2) of the Texas Government Code, for the purpose of seeking confidential legal advice from legal counsel on any agenda item listed herein. This meeting location is wheelchair-accessible. Parking for mobility-impaired persons is available. Any request for sign interpretive services must be made forty-eight hours ahead of the meeting. To make arrangements, call the City Secretary at 469-309-4006 or (TDD) 1-800-RELAY TX

A regular meeting of the Mayor and City Council of the City of Waxahachie, Texas was held in the Council Chamber at City Hall, 401 S. Rogers, Waxahachie, Texas, on Monday, July 17, 2023 at 7:00 p.m.

Council Members Present: David Hill, Mayor, Council Member Place 1
Chris Wright, Mayor Pro Tem, Council Member Place 3
Patrick Souter, Council Member Place 2
Billie Wallace, Council Member Place 4
Travis Smith, Council Member Place 5

Others Present: Michael Scott, City Manager
Albert Lawrence, Deputy City Manager
Robert Brown, City Attorney
Amber Villarreal, City Secretary

1. Call to Order

Mayor David Hill called the meeting to order.

2. Invocation

3. Pledge of Allegiance and Texas Pledge of Allegiance

Pastor Chip Sebring, Southlake Baptist Church, gave the invocation. Mayor Hill led the Pledge of Allegiance and the Texas Pledge of Allegiance.

4. Public Comments

Donny Richmond, 112 Santa Fe Trail, Waxahachie, Texas, expressed concern with increased panhandling in Waxahachie and asked for a plan to regulate.

Gabrielle Calvery, 301 Virginia Avenue, Waxahachie, Texas, spoke in support of short-term rentals.

Bernard Mushinski, 130 Oak Tree Drive, Waxahachie, Texas, spoke in opposition of short-term rentals in residential areas.

Michael McCorkle, 171 Willow Run, Waxahachie, Texas, requested City Council adopt an Ordinance regulating short-term rentals.

James Parks, 102 Post Oak Lane, Waxahachie, Texas, requested City Council adopt an Ordinance regulating short-term rentals.

Randy Kimberlin, 100 Post Oak Lane, Waxahachie, Texas, requested City Council adopt an Ordinance regulating short-term rentals and prohibit in single-family zoning districts.

Christina Wallace, 241 Oak Tree Drive, Waxahachie, Texas, requested City Council adopt an Ordinance regulating short-term rentals.

Alan Fox, 327 University, Waxahachie, Texas, requested the inclusion of bike lanes when repairing or constructing streets. He spoke in support of the Charles Beatty Municipal Services Building.

Craig Barrington (and Zack Barrington), 321 Ash Drive, Waxahachie, Texas, requested City Council adopt an Ordinance regulating short-term rentals and prohibit in single-family zoning districts.

Shannon Almon, 1015 W. Main, Waxahachie, Texas, spoke in support of short-term rentals and encouraged the City address properties that are causing repetitive disturbances.

Melissa McClain, 232 McKinley Circle, Waxahachie, Texas, spoke in support of short-term rentals and asked City Council to consider all perspectives before acting.

Robert Scruggs, 3273 Howard Road, Waxahachie, Texas, requested City Council adopt an Ordinance regulating short-term rentals and prohibit in single-family zoning districts.

Hayden Rieper, 107 Oaklawn, Waxahachie, Texas, spoke in support of short-term rentals and asked City Council to consider all perspectives before acting. He requested citing short-term rentals in violation of City Code.

Brad Yates, 626 Kaufman, Waxahachie, Texas, spoke in support of short-term rentals and asked City Council to consider all perspectives before acting. He encouraged the City to address properties not complying with City ordinances.

Dusty Autrey, 400 N. Rogers, Waxahachie, Texas, spoke in support of short-term rentals and asked City Council to consider all perspectives before acting.

James Bennet, 419 W. Franklin, Waxahachie, Texas, spoke in support of short-term rentals noting there needs to be rules and regulations.

5. Consent Agenda

- a. Minutes of the City Council meeting of June 19, 2023
- b. Minutes of the City Council Work Session of June 29, 2023
- c. Event application for Frozen Sing-a-Long Movie to be held July 22, 2023 at Railyard Park
- d. Event application for We Found Waldo Party to be held July 29, 2023 at Railyard Park
- e. Event application for Headphone Disco to be held August 5, 2023 at Railyard Park
- f. Event application for Back to School Bash to be held August 12, 2023 at Railyard Park
- g. Event application for 1st Annual Kickball Tournament to be held September 3, 2023 at Lee Penn Park
- h. Event application for Ellis County Preparedness Fair to be held September 9, 2023
- i. Event application for Hispanic Heritage Event to be held September 23, 2023 at Railyard Park

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- j. Proposal from Blue Cross Blue Shield of Texas to provide employee medical, dental and vision insurance for fiscal year 2023-2024
- k. Resolution to deny a rate increase request by Oncor Electric Delivery Company, LLC
- l. Supplemental appropriation from the Waxahachie Community Development Corporation (WCDC) unrestricted reserves to fund a portable audio system at the Civic Center

RESOLUTION NO. 1345

A RESOLUTION OF THE CITY OF WAXAHACHIE, TEXAS FINDING THAT ONCOR ELECTRIC DELIVERY COMPANY LLC'S APPLICATION TO AMEND ITS DISTRIBUTION COST RECOVERY FACTOR AND UPDATE GENERATION RIDERS TO INCREASE DISTRIBUTION RATES WITHIN THE CITY SHOULD BE DENIED; AUTHORIZING PARTICIPATION WITH THE STEERING COMMITTEE OF CITIES SERVED BY ONCOR; AUTHORIZING HIRING OF LEGAL COUNSEL; FINDING THAT THE CITY'S REASONABLE RATE CASE EXPENSES SHALL BE REIMBURSED BY THE COMPANY; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL.

Action:

Billie Wallace moved to approve items a. through l. on the Consent Agenda. Travis Smith seconded, All Ayes.

6. Introduce Honorary Council Member

Mayor Hill announced there was not an Honorary Council Member for July.

7. Recognition of the Public Works and Engineering Department for receiving the APWA Environmental Project of the Year (\$2 Million to \$5 Million) for the College Street Drainage Project

James Gaertner, Executive Director of Public Works and Engineering, recognized the Public Works and Engineering Department for receiving the APWA Environmental Project of the Year (\$2 Million to \$5 Million) for the College Street Drainage Project.

City Council congratulated the Public Works and Engineering Department.

8. Public Hearing on a request by Steve Meier, Turcotte Development, for a Specific Use Permit (SUP) for a Heavy Equipment Rental and Sales use within a Commercial (C) zoning district located at 2021 Corporate Parkway (Property ID 273978) - Owner: LEDBETTER REAL ESTATE, LTD (ZDC-24-2023)

Jennifer Pruitt, Senior Director of Planning, announced the applicant requested to continue the public hearing for ZDC-24-2023 to the August 7, 2023 City Council meeting.

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9. Consider proposed Ordinance approving ZDC-24-2023

Action:

Billie Wallace moved to continue the Public Hearing on a request by Steve Meier, Turcotte Development, for a Specific Use Permit (SUP) for a Heavy Equipment Rental and Sales use within a Commercial (C) zoning district located at 2021 Corporate Parkway (Property ID 273978) to the August 7, 2023 City Council meeting. Travis Smith seconded, All Ayes.

- 10. Public Hearing on a request by Mahendra Kandepu, Lillian Custom Homes, for an Amendment to Ordinance No. 3105, to allow for a revised site plan and development standards within an approved Planned Development located at the intersection of Vermont Street and Parks School House Road (Property ID: 226116) – Owner: FALCON’S LANDING A SERIES OF EIS DEVELOPMENT II LLC (ZDC-153-2022)**

Mayor Hill announced the Planning and Zoning Commission voted to continue ZDC-153-2022 from the July 11, 2023 Planning and Zoning Commission meeting indefinitely.

11. Consider proposed Ordinance approving ZDC-153-2022

Action:

Billie Wallace moved to deny amending Ordinance No. 3105, for ZDC-153-2022. Chris Wright seconded, All Ayes.

- 12. Public Hearing on a request by Jake Fears, JHF Engineering, for a Specific Use Permit (SUP) for a restaurant with a drive-through use within a General Retail (GR) and Light Industrial-1 (LI-1) zoning district located at 1995 North Highway 77 (Property ID 262424) - Owner: C&C WAXAHACHIE, LLC (ZDC-4-2023)**

Ms. Pruitt presented the case noting the applicant is requesting a Specific Use Permit (SUP) for a restaurant with a drive-through use at 1995 North Highway 77. The restaurant is part of a multi-tenant retail building (10,354 square feet) with four suites: a sit-down restaurant, a drive-through restaurant, a nail salon, and a dental clinic. The applicant cannot disclose the businesses occupying each suite since the property owner has not finalized contracts with the prospective tenants; however, the proposed development has provided more than the minimum required parking spaces (59 required/66 provided) and drive-through stacking spaces (6 required/9 provided). Additionally, the site complies with the City’s development standards, such as providing refuse containers, adequate site access and circulation, adequate fire coverage, and minimum landscape requirements.

The applicant provided two sets of architectural elevations for staff and the Planning and Zoning Commission to evaluate. Both sets of elevations have the same building design and exterior finishing materials, except the color scheme for each set is different. The preferred option by the applicant and the P&Z Commission is Option 1: the building is mostly made of brick, with two different shades of brown (dark and light) with gray undertones. Additionally, natural stone materials are used in the lower portion of the building, and features a stucco parapet roof.

Based on the details provided in the Staff Report and the present status of the documents associated with the request, the Planning Department recommends approval of the SUP request with the following conditions:

1. The applicant execute a mutually agreed upon Development Agreement.
2. The applicant obtain the necessary building permits from the City of Waxahachie Building and Community Services Department.

Mayor Hill opened the Public Hearing.

Mayor Pro Tem Chris Wright expressed concern with approving an SUP for a drive-through without knowing the occupant.

Council Member Travis Smith confirmed the SUP for the drive-through will stay with the building, not the tenant, and Ms. Pruitt agreed. Mr. Smith inquired about a new curb cut to Highway 77 and if the traffic signal provided by Tom Thumb will be utilized. Ms. Pruitt confirmed there will not be a new curb cut and the new traffic signal will be utilized.

There being no others to speak for or against ZDC-4-2023, Mayor Hill closed the Public Hearing.

13. Consider proposed Ordinance approving ZDC-4-2023

ORDINANCE NO. 3380

AN ORDINANCE AUTHORIZING A SPECIFIC USE PERMIT (SUP) TO ALLOW A DRIVE THROUGH ESTABLISHMENT USE WITHIN A GENERAL RETAIL DISTRICT (GR) AND LIGHT INDUSTRIAL-1 DISTRICT (LI-1) LOCATED AT 1995 NORTH HIGHWAY 77 IN THE CITY OF WAXAHACHIE, ELLIS COUNTY, TEXAS, BEING 1.305 ACRES JBIWB AS ORIOERTT UD 262424, AND ORDERING THE CHANGING OF THE ZONING MAP THEREOF IN ACCORDANCE WITH SAID CHANGE.

Action:

Billie Wallace moved to approve the Ordinance for ZDC-04-2023, a Specific Use Permit (SUP) for a restaurant with a drive-through use, subject to the conditions of the staff report, authorizing the City Manager and/or Mayor to execute all documents accordingly. Travis Smith seconded, the vote was as follows: Ayes: David Hill, Billie Wallace, and Travis Smith. Noes: Chris Wright and Patrick Souter.

The motion carried.

14. Consider Development Agreement for ZDC-4-2023

Action:

Billie Wallace moved to approve a Development Agreement for ZDC-4-2023. Travis Smith seconded, the vote was as follows: Ayes: David Hill, Billie Wallace, and Travis Smith. Noes: Chris Wright and Patrick Souter.

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The motion carried.

15. Public Hearing on a request by James Dixon, Dixon & Associates, for a Specific Use Permit (SUP) for an Accessory Building (Residential), Greater than or Equal to 700 Square Feet use within the Single-Family Dwelling-2 (SF2) zoning district located at 149 Country Drive (Property ID: 203065) - Owners: NICHOLAS AND MARIA SIERRA (ZDC-48-2023)

Ms. Pruitt presented the case noting the applicant is requesting a Specific Use Permit to construct an accessory structure greater than 700 square feet on the rear side of the single-family residential lot at 149 Country Drive. The single-family dwelling has an approximate size of 2,913 square feet and the proposed accessory structure has an area of 725 square feet. The accessory structure will have an exterior masonry construction to match the primary building. The owner plans to utilize the accessory structure for storing household items, tools, lawn equipment, and vehicles. The structure will be situated at the back of the property, towards the southern part of the lot. The applicant has confirmed the structure will not be used as a dwelling and will not be metered, sold, or leased separately from the existing home. Staff has received three (3) letters of support. Based on the details provided in the Staff Report and the present status of the documents associated with the request, the Planning Department recommends approval of the SUP request with the following conditions:

1. The accessory structure shall not be used as a dwelling without a Specific Use Permit that has been approved by City Council.
2. The accessory structure shall not be used for commercial purposes.
3. The accessory structure shall not be leased or sold separately from the primary residence and shall not be separately metered.
4. The accessory structure shall obtain a permit from the City of Waxahachie Building and Community Services Department before constructing the accessory structure.

Mayor Hill opened the Public Hearing.

There being no others to speak for or against ZDC-48-2023, Mayor Hill closed the Public Hearing.

16. Consider proposed Ordinance approving ZDC-48-2023

ORDINANCE NO. 3381

AN ORDINANCE AUTHORIZING A SPECIFIC USE PERMIT (SUP) TO ALLOW AN ACCESSORY STRUCTURE GREATER THAN 700 SQUARE FEET USE WITHIN A SINGLE-FAMILY DWELLING-2 (SF-2) ZONING DISTRICT AT 149 COUNTY DRIVE IN THE CITY OF WAXAHACHIE, ELLIS COUNTY, TEXAS, BEING 1.031 ACRES KNOWN AS PROPERTY ID 203065, AND ORDERING THE CHANGING OF THE ZONING MAP THEREOF IN ACCORDANCE WITH SAID CHANGE.

Action:

Billie Wallace moved to approve the Ordinance for ZDC-48-2023, a Specific Use Permit (SUP) for an Accessory Structure over 700 square feet within a Single-Family 2 (SF-2) zoning, subject

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to the conditions of the staff report and authorize the City Manager and/or Mayor to execute all documents accordingly. Travis Smith seconded, All Ayes.

- 17. Consider proposed Resolution relinquishing and adjusting any and all of the extraterritorial jurisdiction (ETJ) in accordance with the boundary adjustment agreement between the City of Waxahachie and the City of Red Oak dated June 19, 2023**

City Manager Michael Scott requested approval of a Resolution relinquishing and adjusting the ETJ boundaries with the City of Red Oak per the boundary adjustment agreement approved by City Council on June 19, 2023. He explained the request was initiated by the City of Red Oak to allow for the cohesive development of an anticipated residential development that would span into both jurisdictions. This action would allow for that development to be reviewed, constructed, inspected and served by a single jurisdiction. City staff has reviewed this request and given the size and distance from City services, has no objection to relinquishing approximately 65 acres to the City of Red Oak. The relinquishment of this ETJ would have no significant impact in the foreseeable future to the City of Waxahachie's growth patterns or fiscal outlook.

RESOLUTION NO. 1346

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WAXAHACHIE, TEXAS, RELINQUISHING AND ADJUSTING ANY AND ALL OF THE EXTRATERRITORIAL JURISDICTION DESCRIBED HEREIN PURSUANT TO AND IN ACCORDANCE WITH THE BOUNDARY ADJUSTMENT AGREEMENT BETWEEN THE CITY OF WAXAHACHIE AND THE CITY OF RED OAK DATED JUNE 19TH, 2023; SUCH THAT THE CITY OF WAXAHACHIE'S EXTRATERRITORIAL JURISDICTION SHALL BE AND IS HEREBY ADJUSTED AND CONTRACTED TO RELINQUISH THE PROPERTY DESCRIBED AND DEPICTED IN EXHIBIT "A," ATTACHED HERETO AND INCORPORATED HEREIN; TO RELEASE SAID PROPERTY; AND, PROVIDING AN EFFECTIVE DATE.

Action:

Patrick Souter moved to approve the Resolution relinquishing and adjusting the ETJ boundaries with the City of Red Oak per the boundary adjustment agreement and authorize the City Manager and/or Mayor to execute all necessary documents. Chris Wright seconded, the vote was as follows: Ayes: David Hill, Chris Wright, Patrick Souter, and Billie Wallace. Noes: Travis Smith.

The motion carried.

- 18. Consider proposed Ordinance setting the school speed limit for Waxahachie High School along US 287 and BUS 287**

Mr. Gaertner requested approval of the proposed Speed Zone Ordinance on Highway 287 frontage road and Business 287 on the roadway segments directly adjacent to the Waxahachie High School site. TxDOT performed a traffic study and determined a Speed Zone of 35 MPH for school arrival and dismissal is warranted. TxDOT will install the School Zone flashing signage and pavement markings adjacent to Waxahachie High School after City Council approval of the Speed Zone

Ordinance. TxDOT will pay for all materials and installation of the flashing signage and pavement markings.

Council Member Smith asked if additional signage, at the City's expense, can be added to improve safety in that area and Mr. Gaertner explained TxDOT is working with the school district to improve safety in that area, including the intersections at FM 875 and Sardis Road.

ORDINANCE NO. 3382

AN ORDINANCE ALTERING THE PRIMA FACIE SPEED LIMITS ESTABLISHED FOR VEHICLES UNDER THE PROVISIONS OF TRANSPORTATION CODE, SECTION 545.356 UPON STATE HIGHWAY NO. 287 OR PARTS THEREOF, WITHIN THE INCORPORATE LIMITS OF THE CITY OF WAXAHACHIE, AS SET OUT IN THIS ORDINANCE; AND PROVIDING A PENALTY OF A FINE NOT TO EXCEED \$200.00 FOR THE VIOLATION OF THIS ORDINANCE.

Action:

Billie Wallace moved to approve the Speed Zone Ordinance for Highway 287 and Business 287 School Zone and authorize the City Manager to execute all required documents. Travis Smith seconded, All Ayes.

21. Comments by Mayor, City Council, City Attorney and City Manager

Council Member Travis Smith thanked the citizens for their comments on short-term rentals and explained the City has been discussing the topic for over a year and was expecting direction from State legislatures this session; however, the State did not act.

Council Member Billie Wallace congratulated the Public Works and Engineering Department on their award. She echoed comments from Council Member Smith.

City Manager Michael Scott announced John Knight submitted his resignation from the Ellis Appraisal District Board of Directors (BOD). Per the Texas Property Tax Code, each taxing unit that is entitled to vote, may nominate by resolution, adopted by its governing body, a candidate to fill the vacancy. The unit shall submit the name of its nominee to the chief appraiser within 45 days after notification from the board of directors of the existence of the vacancy. Nominations must be submitted by Monday, August 28, 2023. Mr. Scott also announced the final budget work session will be held August 1, 2023 at 5:30 p.m.

Mayor Pro Tem Chris Wright thanked Police Chief Joe Wisner and Fire Chief Ricky Boyd for their assistance in escorting the cast from Waxahachie High to the Texas Theater for their movie premiere. Mr. Wright announced the grand opening for the Charles Beatty Municipal Services Building will be held July 27th at 10 a.m. He thanked Michael McCorkle for communicating complaints with City Council regarding short-term rentals. He encouraged citizens to report issues to the Police Department regarding short-term rentals.

Council Member Patrick Souter explained the State did not act on legislation this session regarding short-term rentals leaving municipalities without legal guidance on what the Supreme Court will

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uphold. Mr. Souter expressed disapproval of inaccurate information being relayed to the public noting it has caused confusion to citizens.

19. **Convene into Executive Session for consultation with City Attorney regarding pending or contemplated litigation as permitted under Section 551.071, Texas Government Code and for consultation with City Attorney on legal issues regarding short-term rentals as permitted under Section 551.071, Texas Government Code**

Mayor Hill announced at 8:38 p.m. the City Council would convene into Executive Session for consultation with City Attorney regarding pending or contemplated litigation as permitted under Section 551.071, Texas Government Code and for consultation with City Attorney on legal issues regarding short-term rentals as permitted under Section 551.071, Texas Government Code.

20. **Reconvene and take any necessary action**

The meeting reconvened at 9:31 p.m.

ORDINANCE NO. 3383

AN ORDINANCE OF THE CITY OF WAXAHACHIE, TEXAS, PROVIDING AN INTERIM BAN ON NEW SHORT-TERM RENTALS, AND ON CURRENT SHORT-TERM RENTALS THAT HAVE BEEN DETERMINED TO BE A NUISANCE; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR ENFORCEMENT AND PENALTIES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Action:

Billie Wallace moved to approve a temporary moratorium Ordinance on new short-term rentals with the modifications discussed in Executive Session. Patrick Souter seconded, All Ayes.

22. **Adjourn**

There being no further business, the meeting adjourned at 9:32 p.m.

Respectfully submitted,

Amber Villarreal
City Secretary

City Council
August 1, 2023

(5b)

A Work Session of the Mayor and City Council of the City of Waxahachie was held in the Hatchet Conference Room at the Charles Beatty Municipal Services Building, 408 S. Rogers, Waxahachie, Texas, on Tuesday, August 1, 2023 at 5:30 p.m.

Council Members Present: David Hill, Mayor, Council Member Place 1
Chris Wright, Mayor Pro Tem, Council Member Place 3
Patrick Souter, Council Member Place 2
Billie Wallace, Council Member Place 4
Travis Smith, Council Member Place 5

Others Present: Michael Scott, City Manager
Albert Lawrence, Deputy City Manager
Amber Villarreal, City Secretary

1. Call to Order

Mayor David Hill called the meeting to order.

2. Discuss briefing sessions

City Manager Michael Scott asked for Council's direction to resume briefings prior to regular City Council meetings. He explained in order to live stream the briefings, they have to be held in a room with streaming equipment and at this time, the Council Chamber is the only option. Briefings can resume in the Council Conference Room; however, they will not be live streamed.

Mr. Scott explained with the upcoming temporary relocation of City Council and Planning and Zoning Commission meetings to the Civic Center, briefings can be held prior to the regular meetings and live streamed; however, the briefings will need a designated start time. When the briefing concludes, the live stream will pause and then resume at the 7pm regular meeting time.

Council Member Travis Smith expressed his opposition to briefings that are not live streamed and encouraged Council Members to discuss and ask questions in the regular meetings.

Council Member Billie Wallace expressed her support for briefings so she can be better-informed when voting on issues.

Mayor Pro Tem Chris Wright expressed his support for live streamed briefings and encouraged Council Members to have the same briefing discussions in the regular meeting for transparency.

Council Member Patrick Souter expressed his neutrality to resuming briefings noting he agrees with Council Member Wallace, but would like them live streamed.

Mayor Hill explained he is not opposed to briefings and noted he doesn't want any Council Member to feel uninformed.

It was the general consensus of a majority of City Council to resume briefings starting with the August 7th meeting in the City Council Conference Room.

(9b)

3. Discuss City of Waxahachie Fiscal Year 2023-2024 Budget

Mr. Scott explained this is the second budget work session to review updated information based on Council discussions at the June budget meeting.

Finance Director Chad Tustison presented an update regarding the FY 2024 budget and reviewed the following items:

- FY 2024 Proposed Budget and FY 2024 General Fund by Function
- Property Tax Update (Certified Values)
- Impact to Homeowner and Itemization of Tax Bill for Homestead
 - Residence Homestead Tax Ceiling/Freeze and Local Homestead Exemption
- Sales Tax Projections and Revenue
- Expenditure/Appropriation Update
 - Payroll updates to reflect recent new hires
 - Department allocation of market study adjustments
 - Updated health insurance costs
 - Fire Inspector and vehicle
 - Church AED initiative
 - Additional 4% increase for Sims Library
- Fund Summary: General Fund, Water Fund, Wastewater Fund, and WCDC Fund
- Ad Valorem Levy Calculation
- Budget Next Steps
 - August 7th – Consider Proposed Tax Rate and Set Hearing Date
 - August 29th – Public Hearing on Budget and Tax Rate
 - September 5th – Budget and Tax Rate Adoption

Mr. Tustison stated the FY 2024 proposed budget totals \$122,000,000 (General Fund: \$58.1 M, Water and Wastewater Funds: \$37.6 M, and Restricted Funds: \$25.8 M.). FY 2024 property values increased approximately 15.3% from FY 2023. With the increased values, staff proposed a two-cent tax rate decrease, from \$0.6300 to \$0.6100. He reviewed the financial impact to a homeowner noting the City provides homestead exemptions equating to over \$900,000 in property tax relief. The proposed budget includes a 5% rate increase for wastewater, but no rate increases for water. After General Fund revenues and expenses, a surplus of \$3,354,087 will be returned to the fund, leaving a projected ending balance of \$25,856,679.

City Council discussed the proposed tax rate and there was no stated opposition. After thorough review, City Council expressed no opposition of the proposed budget as presented.

4. Comments by Mayor, City Council, City Attorney and City Manager

Council Member Smith requested educational information be provided to the public regarding the proposed budget and tax rate. Amy Borders, Communications and Marketing Director, stated staff can distribute information weekly leading up to the adoption of the budget and tax rate.

5. Adjourn

City Council
August 1, 2023
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There being no further business, the meeting adjourned at 6:30 p.m.

Respectfully submitted,

Amber Villarreal
City Secretary



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Date submitted 7/31/20

Applicant Information

Applicant name: Luke Smolka

Are you representing the host organization? Yes No

Will you be the on-site point of contact during the event? Yes No

Phone: Luke Smolka Cell: _____

Email: _____

Mailing address: 821 Williams St. Waxahachie, TX 75165

Host organization name: Knights of Columbus

Alternate contact that will be on-site during the event.

On-site contact name: Hugh Reynolds Cell: _____

About the Event

Event name: Hike for Life 2023

Date: 10/7/2023

Location: Brown Singleton Park

*An event site map is **REQUIRED** to be submitted with your application.*

Anticipated attendance: 110

Description of event: Fundraising for ProLife

| | Date(s) | Start Time: | End Time: |
|-----------------|-----------|-------------|-----------|
| Event Date | 10/7/2023 | 8 AM | 2 PM |
| Event Set-up | 10/7/2023 | 7 AM | 8 AM |
| Event Breakdown | 10/7/2023 | 2 PM | 3 PM |

How many times has this event been hosted before?

1st time 2 – 4 times 5 or more times Location: Getzendaner Park



Choose the best description of the event:

- Festival
- Birthday Party / Picnic
- Movie Screening
- Charitable / Fundraising
- Parade
- Community / Neighborhood
- Private Event
- Concert / Live Performance
- Run / Walk
- Other:

Event activities include (check all that apply):

- Amusement rides / Inflatables
- Food – sampled, served, or sold
- Animals / Petting Zoo
- Products / Services – given away, sampled, or sold
- Announcement / Speeches
- Live music
- Information / Literature Distribution
- Street closure
- DJ / Recorded Music
- Other:

The event is:

- Private
- Free & open to the general public
- Entry by participation or registration fee
- Entry by admission fee or ticket

Admission information, if applicable:

Include entry or participant fees, ticket prices, donations, and / or fees based on activity.

Run / Walk:

Please provide the start time for each distance (if applicable)

_____ 1 mile _____ 5K _____ Other distance

Please indicate your expected attendance: 110

Number of participants:

- 1-99
- 100-199
- 200-299
- 300+

Provide route on attached site map.



Food / Beverage:

Will the event offer food/beverages? Yes No

Will event require any food preparation on-site? Yes No

Will alcohol be served/sold? Yes No

Code of Ordinances Ch. 4 Sec. 4-7 Alcohol at approved festivals and events

If alcohol is served/sold, a licensed peace officer(s) must be onsite throughout the event's operation and outside the perimeter to provide security. Events require one officer with an additional officer per 100 guests. Ex.: <100 attendees would require one officer, 100<200 attendees would require two officers, 200<300 attendees would require three officers, etc.

Police / Security Services:

Personnel needs (indicate all that apply) **Request for services is not a guarantee that staff/volunteers will be available.**

Event staff How many: _____ Date(s) & time(s): _____

Volunteers How many: _____ Date(s) & time(s): _____

Private security How many: _____ Date(s) & time(s): _____

Company name: _____

Contact name and number: _____

Off duty police How many: _____ Date(s) & time(s): _____

Have you made arrangements with the police? Yes No

If no, you will be provided the information on how to make arrangements.

If yes, please provide following information for the person that you made the arrangements with:

Contact name: _____ Phone number: _____

Street Closures:

Does the event propose closing, blocking, or using City streets and/or parking lots? Yes No

If yes, please list all streets, intersections, and parking lots that apply: _____

Street closings to begin on date: _____ Start time: _____ End time: _____

Will any businesses be impacted by the proposed road closure? Yes No

City Equipment:

Are you requesting the use of City equipment? Yes No

Availability is not guaranteed

Streets cannot be blocked without prior approval.

If yes, indicate the type of equipment and how many will be used (estimated):

Traffic Cones How many: _____ Barricades How many: _____



Other: _____

Where should equipment be dropped off & picked up? _____

When will the equipment be set-up?

Date: _____

Time: _____

When will the equipment be removed?

Date: _____

Time: _____

Temporary Tents & Structures:

Will the event have a tent(s) larger than 10' x 20'?

Yes

No

List the # of tents & sizes:

Indicate locations on attached required site map.

Electrical Services:

How will electrical services be supplied?

Generator

Franchise Utilities

Both

List contractor / supplier:

City of Waxahachie Pavillion

Explain services in detail:

Insurance

All events taking place on City of Waxahachie property must provide a certificate of liability insurance and endorsement page. The City of Waxahachie must be listed as an "Additional Insured" in the amount of \$1 million on both pages. Please list the date of the event and location on this certificate and submit at least one month before the event. The City of Waxahachie reserves the right to increase the insurance limits based on the nature and degree of risks to the public.

If you have questions regarding City insurance coverage, please inquire with City of Waxahachie staff after submitting your event application.

Hold Harmless Clause

Applicant / organization shall assume all risks incident to or in connection with the approved activity and shall be solely responsible for damage or injury, of whatever kind or nature, to person or property, directly or indirectly arising out of or in connection with the approved activity or the conduct of applicant's operation. Applicant hereby expressly agrees to defend and save the City, it's officers, agents, employees and representatives harmless from any penalties for violation of any law, ordinance, or regulation affecting its activity and from any and all claims, suits, losses, damages or injuries directly or indirectly out of or in connection with the approved activities or conduct of its operation or resulting from the negligence or intentional acts or omissions of applicant or its officers, agents, and employees. Due to Covid-19, I also understand approval of my event is subject to the then current necessary precautions resulting from Covid case trends as well as any change in accordance with federal, state or local orders. Furthermore, by signing this application, applicant hereby agrees to waive any and all claims that applicant may have against the City, it's officers, agents, employees, and representatives arising out of or in connection with the revocation or cancellation of an event permit.

Luke Thomas Smolka

7/31/2023

Signature

Date

Contract Agreement

Applicant / organization has thoroughly read, understands, and agrees to all conditions listed on this application.

Luke Thomas Smolka

7/31/2023

Signature

Date

Email completed Special Events Application and site map to Jami Bonner at Jami.Bonner@waxahachie.com.



(50)



Date submitted 7/26/23

Applicant Information

Applicant name: Rhonda Miller

Are you representing the host organization? Yes No

Will you be the on-site point of contact during the event? Yes No

Phone: _____ Cell: _____

Email: _____

Mailing address: 613 Ferris Ave., Suite 105, Waxahachie, 75165

Host organization name: Ellis County Homeless Coalition

Alternate contact that will be on-site during the event.

On-site contact name: Rick Allison Cell: _____

About the Event

Event name: Concert in the Park

Date: Friday, October 13, 2023

Location: Railyard Park

*An event site map is **REQUIRED** to be submitted with your application.*

Anticipated attendance: 200

Description of event: Musicians on stage; fundraiser for ECHC; slideshow & food trucks

| | Date(s) | Start Time: | End Time: |
|-----------------|----------|-------------|-----------|
| Event Date | 10/13/23 | 6pm | 9pm |
| Event Set-up | 10/13/23 | 3pm | 6pm |
| Event Breakdown | 10/13/23 | 9pm | 11pm |

How many times has this event been hosted before?

1st time 2 – 4 times 5 or more times Location: _____



(5d)

Choose the best description of the event:

- Festival
- Birthday Party / Picnic
- Movie Screening
- Charitable / Fundraising
- Parade
- Community / Neighborhood
- Private Event
- Concert / Live Performance
- Run / Walk
- Other:

Event activities include (check all that apply):

- Amusement rides / Inflatables
- Food – sampled, served, or sold
- Animals / Petting Zoo
- Products / Services – given away, sampled, or sold
- Announcement / Speeches
- Live music
- Information / Literature Distribution
- Street closure
- DJ / Recorded Music
- Other:

The event is:

- Private
- Free & open to the general public
- Entry by participation or registration fee
- Entry by admission fee or ticket

Admission information, if applicable:

Include entry or participant fees, ticket prices, donations, and / or fees based on activity.

Run / Walk:

Please provide the start time for each distance (if applicable)

_____ 1 mile _____ 5K _____ Other distance

Please indicate your expected attendance: _____

Number of participants:

- 1-99
- 100-199
- 200-299
- 300+

Provide route on attached site map.



Food / Beverage:

Will the event offer food/beverages? Yes No

Will event require any food preparation on-site? Yes No

Will alcohol be served/sold? Yes No

Code of Ordinances Ch. 4 Sec. 4-7 Alcohol at approved festivals and events

If alcohol is served/sold, a licensed peace officer(s) must be onsite throughout the event's operation and outside the perimeter to provide security. Events require one officer with an additional officer per 100 guests. Ex.: <100 attendees would require one officer, 100<200 attendees would require two officers, 200<300 attendees would require three officers, etc.

Police / Security Services:

Personnel needs (indicate all that apply) **Request for services is not a guarantee that staff/volunteers will be available.**

Event staff How many: 2 Date(s) & time(s): 10/13 3pm - 11pm

Volunteers How many: n/a Date(s) & time(s): _____

Private security How many: n/a Date(s) & time(s): _____

Company name: _____

Contact name and number: _____

Off duty police How many: _____ Date(s) & time(s): _____

Have you made arrangements with the police? Yes No

If no, you will be provided the information on how to make arrangements.

If yes, please provide following information for the person that you made the arrangements with:

Contact name: _____ Phone number: _____

Street Closures:

Does the event propose closing, blocking, or using City streets and/or parking lots? Yes No

If yes, please list all streets, intersections, and parking lots that apply: _____

College Street in front of Railyard Park

Street closings to begin on date: 10/13/23 Start time: 5pm End time: 9:30pm

Will any businesses be impacted by the proposed road closure? Yes No

City Equipment:

Are you requesting the use of City equipment? Yes No

Availability is not guaranteed

Streets cannot be blocked without prior approval.

If yes, indicate the type of equipment and how many will be used (estimated):

Traffic Cones How many: 0 Barricades How many: 6



City of Waxahachie
City Secretary's Office

(5d)

Special Event Application

Other: Screen at Railyard Park

Where should equipment be dropped off & picked up? Railyard Park

When will the equipment be set-up?

Date: 10/13/23

Time: 5pm

When will the equipment be removed?

Date: 10/13/23

Time: 9:30pm

Temporary Tents & Structures:

Will the event have a tent(s) larger than 10' x 20'?

Yes

No

List the # of tents & sizes: 1 tent, 12x12

Indicate locations on attached required site map.

Electrical Services:

How will electrical services be supplied?

Generator

Franchise Utilities

Both

List contractor / supplier:

Explain services in detail:

Bands will use available electricity on stage

Insurance

All events taking place on City of Waxahachie property must provide a certificate of liability insurance and endorsement page. The City of Waxahachie must be listed as an "Additional Insured" in the amount of \$1 million on both pages. Please list the date of the event and location on this certificate and submit at least one month before the event. The City of Waxahachie reserves the right to increase the insurance limits based on the nature and degree of risks to the public.

If you have questions regarding City insurance coverage, please inquire with City of Waxahachie staff after submitting your event application.

Hold Harmless Clause

Applicant / organization shall assume all risks incident to or in connection with the approved activity and shall be solely responsible for damage or injury, of whatever kind or nature, to person or property, directly or indirectly arising out of or in connection with the approved activity or the conduct of applicant's operation. Applicant hereby expressly agrees to defend and save the City, it's officers, agents, employees and representatives harmless from any penalties for violation of any law, ordinance, or regulation affecting its activity and from any and all claims, suits, losses, damages or injuries directly or indirectly out of or in connection with the approved activities or conduct of its operation or resulting from the negligence or intentional acts or omissions of applicant or its officers, agents, and employees. Due to Covid-19, I also understand approval of my event is subject to the then current necessary precautions resulting from Covid case trends as well as any change in accordance with federal, state or local orders. Furthermore, by signing this application, applicant hereby agrees to waive any and all claims that applicant may have against the City, it's officers, agents, employees, and representatives arising out of or in connection with the revocation or cancellation of an event permit.

Rhonda Miller

7/28/23

Signature

Date

Contract Agreement

Applicant / organization has thoroughly read, understands, and agrees to all conditions listed on this application.

Rhonda Miller

7/28/23

Signature

Date

Email completed Special Events Application and site map to Jami Bonner at Jami.Bonner@waxahachie.com.

RALLYARD PARK



**PUBLIC
PARKING**

**STAGE
(MUSICIANS)**

PROJECTOR

FOOD TRUCK PARKING

ECHC TENT



**ROAD CLOSURE
BARRICADE**

PORT A POTTIES



**ROAD CLOSURE
BARRICADE**

**RALLYARD PARK
455 S. COLLEGE STREET
WAXAHACHIE, TX 75165**

COLLEGE STREET

(58)



(5e)



City of Waxahachie
City Secretary's Office

Special Event Application

Date submitted

Applicant Information

Applicant name: Ken Box

Are you representing the host organization? Yes No

Will you be the on-site point of contact during the event? Yes No

Phone: _____ Cell: _____

Email: _____

Mailing address: 330 Hunter Pass, Wax, Tx 75165

Host organization name: Waxahachie Lions Club

Alternate contact that will be on-site during the event.

On-site contact name: Paul Box Cell: _____

About the Event

Event name: Hachie 50

Date: April 20, 2024

Location: Getzenlander Park to Lions Park

An event site map is **REQUIRED** to be submitted with your application.

Anticipated attendance: 500

Description of event: 50 mile, 30 mile, Marathon, Kid's 5K

| | Date(s) | Start Time: | End Time: |
|-----------------|-----------------------|----------------|----------------|
| Event Date | <u>April 20, 2024</u> | <u>6:00 AM</u> | <u>7:00 pm</u> |
| Event Set-up | <u>April 19, 2024</u> | <u>8:00 AM</u> | <u>7:00 pm</u> |
| Event Breakdown | <u>April 20, 2024</u> | <u>7:00 PM</u> | <u>8:00 pm</u> |

How many times has this event been hosted before?

1st time 2 - 4 times 5 or more times Location: Same Location



(5e)

Choose the best description of the event:

- Festival
- Birthday Party / Picnic
- Movie Screening
- Charitable / Fundraising
- Parade
- Community / Neighborhood
- Private Event
- Concert / Live Performance
- Run / Walk
- Other:

Event activities include (check all that apply):

- Amusement rides / Inflatables
- Food -- sampled, served, or sold
- Animals / Petting Zoo
- Products / Services -- given away, sampled, or sold
- Announcement / Speeches
- Live music
- Information / Literature Distribution
- Street closure
- DJ / Recorded Music
- Other:

The event is:

- Private
- Free & open to the general public
- Entry by participation or registration fee
- Entry by admission fee or ticket

Admission information, if applicable:

Include entry or participant fees, ticket prices, donations, and / or fees based on activity.

Entry fee \$100 per person

Run / Walk:

Please provide the start time for each distance (if applicable)

_____ 1 mile 6:30 Am 5K _____ Other distance Apr. 20, 2024

Please indicate your expected attendance: Apr. 19 Kids 50 mile 6:00 Am

Number of participants: _____ 30 mile 6:30 Am

1-99 _____ Marathon 7:00 Am

100-199

200-299

300+

Provide route on attached site map.

map Attached

(He)



City of Waxahachie
City Secretary's Office

Special Event Application

Food / Beverage:

Will the event offer food/beverages? Yes No

Will event require any food preparation on-site? Yes No

Will alcohol be served/sold? *Served, NOT sold* Yes No

Code of Ordinances Ch. 4 Sec. 4-7 Alcohol at approved festivals and events

If alcohol is served/sold, a licensed peace officer(s) must be onsite throughout the event's operation and outside the perimeter to provide security. Events require one officer with an additional officer per 100 guests. Ex.: <100 attendees would require one officer, 100<200 attendees would require two officers, 200<300 attendees would require three officers, etc.

Police / Security Services:

Personnel needs (indicate all that apply) **Request for services is not a guarantee that staff/volunteers will be available.**

~~Event staff How many: _____ Date(s) & time(s): _____~~

~~Volunteers How many: _____ Date(s) & time(s): _____~~

~~Private security How many: _____ Date(s) & time(s): _____~~

~~Company name: _____~~

~~Contact name and number: _____~~

~~Off duty police How many: _____ Date(s) & time(s): _____~~

Have you made arrangements with the police? Yes No

If no, you will be provided the information on how to make arrangements.

If yes, please provide following information for the person that you made the arrangements with:

Contact name: _____ Phone number: _____

Street Closures:

Does the event propose closing, blocking, or using City streets and/or parking lots? Yes No

If yes, please list all streets, intersections, and parking lots that apply: See attachment

for closure details.

Street closings to begin on date: _____ Start time: _____ End time: _____

Will any businesses be impacted by the proposed road closure? Yes No

City Equipment:

Are you requesting the use of City equipment? Yes No

Availability is not guaranteed

Streets cannot be blocked without prior approval.

If yes, indicate the type of equipment and how many will be used (estimated):

Traffic Cones How many: 400 Barricades How many: 100 feet



(5e)

Other:

Generator and Light

Where should equipment be dropped off & picked up?

When will the equipment be set-up?

Date: 4-19-2024 Time: 1100n

When will the equipment be removed?

Date: 4-20-2024 Time: 100n

Temporary Tents & Structures:

Will the event have a tent(s) larger than 10' x 20'?

Yes

No

List the # of tents & sizes:

Indicate locations on attached required site map.

Electrical Services:

How will electrical services be supplied?

Generator

Franchise Utilities

Both

List contractor / supplier:

Explain services in detail:

Insurance

All events taking place on City of Waxahachie property must provide a certificate of liability insurance and endorsement page. The City of Waxahachie must be listed as an "Additional Insured" in the amount of \$1 million on both pages. Please list the date of the event and location on this certificate and submit at least one month before the event. The City of Waxahachie reserves the right to increase the insurance limits based on the nature and degree of risks to the public.

If you have questions regarding City insurance coverage, please inquire with City of Waxahachie staff after submitting your event application.

Hold Harmless Clause

Applicant / organization shall assume all risks incident to or in connection with the approved activity and shall be solely responsible for damage or injury, of whatever kind or nature, to person or property, directly or indirectly arising out of or in connection with the approved activity or the conduct of applicant's operation. Applicant hereby expressly agrees to defend and save the City, it's officers, agents, employees and representatives harmless from any penalties for violation of any law, ordinance, or regulation affecting its activity and from any and all claims, suits, losses, damages or injuries directly or indirectly out of or in connection with the approved activities or conduct of its operation or resulting from the negligence or intentional acts or omissions of applicant or its officers, agents, and employees. Due to Covid-19, I also understand approval of my event is subject to the then current necessary precautions resulting from Covid case trends as well as any change in accordance with federal, state or local orders. Furthermore, by signing this application, applicant hereby agrees to waive any and all claims that applicant may have against the City, it's officers, agents, employees, and representatives arising out of or in connection with the revocation or cancellation of an event permit.

[Signature]
Signature

June 22, 2023

Date

Contract Agreement

Applicant / organization has thoroughly read, understands, and agrees to all conditions listed on this application.

[Signature]
Signature

June 22, 2023

Date

Email completed Special Events Application and site map to Jami Bonner at Jami.Bonner@waxahachie.com.

(5e)



MATTHEWS ST. DETOUR

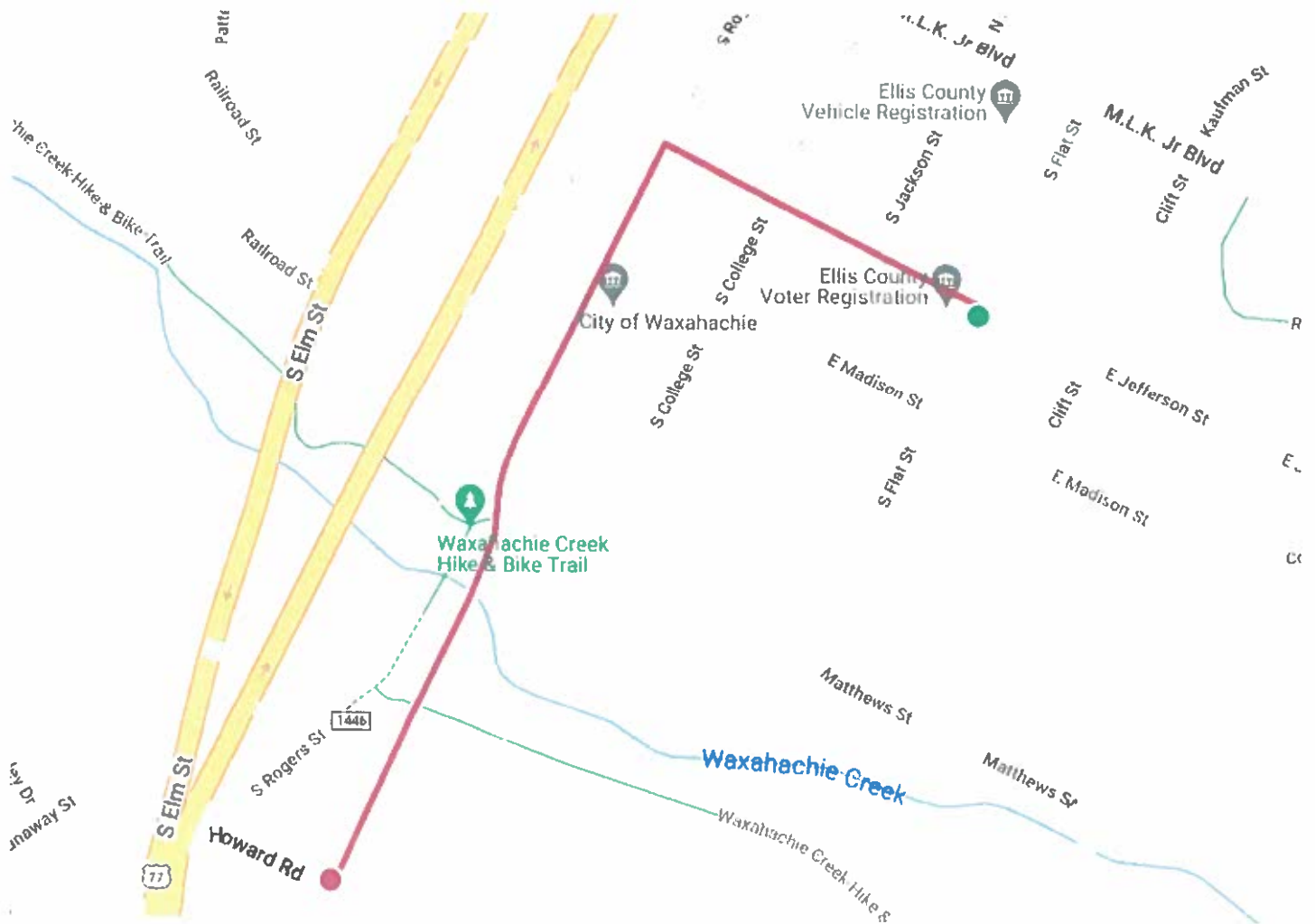
0.50 mi
Distance

11 ft
Elevation Gain

Car
Activity Type

Notes

We will have Matthews St. closed at the railroad crossing up to the location where the trail crosses Matthews St. The south side of Matthews St., from Howard to the Dog Park parking lot will be opened for Dog Park traffic.



Map data ©2023 Google Report a map error

| DISTANCE (MI) | DIRECTION |
|---------------|---|
| 0.00 | Head northeast on S Flat St toward E Jefferson St |
| 0.00 | Turn left onto E Jefferson St |

Street Closures

(5e)

Getzendaner Park will be closed for vehicle traffic not associated with the race. All public traffic will be directed by race volunteers to paved and grass parking if necessary from 7:00am to 6:00pm on April 20, 2024. Volunteers will be on site to direct park access for the public.

Matthews St and Flat St. will be closed from the railroad crossing to the trail crossing. Road closure signs and detour signs will be positioned at Jefferson St and Flat St redirecting traffic to Rogers St. Matthews St will remain open to the public from the trail crossing south to Howard Rd allowing public access to the one residence and to the Waxahachie Dog Park. Volunteers will be on Flat St & Matthews St. from 6:00am to 6:00pm on April 20, 2024.

To The City of Waxahachie

(5e)

I am the Warehouse Manager for Texas Logistics Systems located at 415 S. Flat St. in Waxahachie. Lions Club HACHIE50 race on April 20,2024 and the subsequent closure of Flat St will not interfere with our business. I am not concerned with the closure on that day for this event.

Sincerely, 

Jamie Masters
Warehouse Manager

(5e)

Bonner, Jami

From: Griffith, Thomas
Sent: Wednesday, June 28, 2023 8:07 AM
To: Bonner, Jami; Mosley, Laurie; Martinez, Gumaro; Cooper, Kyle; Barnes, Bradley; Campos, Yadira; Gaertner, James; Massey, Matt; Jordan, Me'Lony; Joe Bill Wiser; Boyd, Ricky; Donna Insixiengmay
Cc: Scott, Michael; Lawrence, Albert; Crocker, Clarice; Villarreal, Amber
Subject: RE: Event Application - Revised Hachie 50 4/20/24

We would like them to complete a safety plan.



Thomas Griffith
Emergency Management Coordinator
John.Griffith@waxahachie.com
630 Farley Street
Waxahachie, TX 75165
Office (469) 309-4417

From: Bonner, Jami <jami.bonner@waxahachie.com>
Sent: Tuesday, June 27, 2023 5:01 PM
To: Mosley, Laurie <Imosley@waxahachiecvb.com>; Martinez, Gumaro <gmartinez@waxahachie.com>; Cooper, Kyle <kyle.cooper@waxahachie.com>; Barnes, Bradley <bradley.barnes@waxahachie.com>; Campos, Yadira <ycampos@waxahachie.com>; Gaertner, James <jgaertner@waxahachie.com>; Massey, Matt <mmassey@waxahachie.com>; Jordan, Me'Lony <mjordan@waxahachie.com>; Joe Bill Wiser <JWiser@waxahachiepd.org>; Boyd, Ricky <RBoyd@waxahachiefire.org>; Griffith, Thomas <john.griffith@waxahachie.com>; Donna Insixiengmay <donna.insixiengmay@waxahachiepd.org>
Cc: Scott, Michael <mscott@waxahachie.com>; Lawrence, Albert <alawrence@waxahachie.com>; Crocker, Clarice <ccrocker@waxahachie.com>; Villarreal, Amber <avillarreal@waxahachie.com>
Subject: Event Application - Revised Hachie 50 4/20/24

For your review / comments. Thank you.

Jami Bonner
Assistant City Secretary
City of Waxahachie
Direct (469) 309-4005 | Fax (469) 309-4003 | PO Box 757, Waxahachie, Texas 75168
www.waxahachie.com

(5e)

Bonner, Jami

From: Gaertner, James
Sent: Wednesday, June 28, 2023 8:11 AM
To: Bonner, Jami; Mosley, Laurie; Martinez, Gumaro; Cooper, Kyle; Barnes, Bradley; Campos, Yadira; Massey, Matt; Jordan, Me'Lony; Joe Bill Wiser; Boyd, Ricky; Griffith, Thomas; Donna Insixiengmay
Cc: Scott, Michael; Lawrence, Albert; Crocker, Clarice; Villarreal, Amber
Subject: RE: Event Application - Revised Hachie 50 4/20/24

Jami,

It looks like they addressed the items requested including the letter from Tejas for the closure of Matthews Street.

I know that they met with Matt and other city staff, so as long as they are ok with this, I am ok with it.

James G.

From: Bonner, Jami <jami.bonner@waxahachie.com>
Sent: Tuesday, June 27, 2023 5:01 PM
To: Mosley, Laurie <imosley@waxahachiecvb.com>; Martinez, Gumaro <gmartinez@waxahachie.com>; Cooper, Kyle <kyle.cooper@waxahachie.com>; Barnes, Bradley <bradley.barnes@waxahachie.com>; Campos, Yadira <ycampos@waxahachie.com>; Gaertner, James <jgaertner@waxahachie.com>; Massey, Matt <mmassey@waxahachie.com>; Jordan, Me'Lony <mjordan@waxahachie.com>; Joe Bill Wiser <JWiser@waxahachiepd.org>; Boyd, Ricky <RBoyd@waxahachiefire.org>; Griffith, Thomas <john.griffith@waxahachie.com>; Donna Insixiengmay <donna.insixiengmay@waxahachiepd.org>
Cc: Scott, Michael <mscott@waxahachie.com>; Lawrence, Albert <alawrence@waxahachie.com>; Crocker, Clarice <ccrocker@waxahachie.com>; Villarreal, Amber <avillarreal@waxahachie.com>
Subject: Event Application - Revised Hachie 50 4/20/24

For your review / comments. Thank you.

Jami Bonner
Assistant City Secretary
City of Waxahachie
Direct (469) 309-4005 | Fax (469) 309-4003 | PO Box 757, Waxahachie, Texas 75168
www.waxahachie.com

(5e)

Bonner, Jami

From: Martinez, Gumaro
Sent: Wednesday, July 5, 2023 10:21 AM
To: Bonner, Jami; Mosley, Laurie; Cooper, Kyle; Barnes, Bradley; Campos, Yadira; Jordan, Me'Lony; Joe Bill Wisner
Subject: RE: Event Application - Revised Hachie 50 4/20/24

No comments. Parks staff met with event organizers and addressed all the Parks Dept concerns.



From: Bonner, Jami
Sent: Wednesday, July 5, 2023 9:51 AM
To: Mosley, Laurie <imosley@waxahachiecvb.com>; Martinez, Gumaro <gmartinez@waxahachie.com>; Cooper, Kyle <kyle.cooper@waxahachie.com>; Barnes, Bradley <bradley.barnes@waxahachie.com>; Campos, Yadira <ycampos@waxahachie.com>; Jordan, Me'Lony <mjordan@waxahachie.com>; Joe Bill Wisner <JWiser@waxahachiepd.org>
Subject: FW: Event Application - Revised Hachie 50 4/20/24

Good morning,

Please respond with any comments you may in regards to the updated Hachie 50 application attached. Thank you.

From: Bonner, Jami <>
Sent: Tuesday, June 27, 2023 5:01 PM
To: Mosley, Laurie <imosley@waxahachiecvb.com>; Martinez, Gumaro <gmartinez@waxahachie.com>; Cooper, Kyle <kyle.cooper@waxahachie.com>; Barnes, Bradley <bradley.barnes@waxahachie.com>; Campos, Yadira <ycampos@waxahachie.com>; Gaertner, James <jgaertner@waxahachie.com>; Massey, Matt <mmassey@waxahachie.com>; Jordan, Me'Lony <mjordan@waxahachie.com>; Joe Bill Wisner <JWiser@waxahachiepd.org>; Ricky Boyd <rboyd@waxahachiefire.org>; Griffith, Thomas <john.griffith@waxahachie.com>; Donna Insixiengmay <donna.insixiengmay@waxahachiepd.org>
Cc: Scott, Michael <mScott@waxahachie.com>; Lawrence, Albert <alawrence@waxahachie.com>; Crocker, Clarice <ccrocker@waxahachie.com>; Villarreal, Amber <avillarreal@waxahachie.com>
Subject: Event Application - Revised Hachie 50 4/20/24

For your review / comments. Thank you.

(5f)



Memorandum

To: Honorable Mayor and City Council

From: Chad Tustison, Finance Director

Thru: Michael Scott, City Manager

Chad for Michael

Date: August 7, 2023

Re: TXShare Cooperative Purchasing Agreement with NCTCOG

Motion: "I move to approve an interlocal cooperative purchasing agreement with the North Central Texas Council of Governments and authorize the City Manager to execute all necessary documents.

Item Description: On Monday, August 7, 2023 an interlocal cooperative purchasing agreement between NCTCOG and the City of Waxahachie will be presented to Council for consideration. The NCTCOG established North Texas SHARE as a public sector solution center which includes a cooperative purchasing program for goods and services.

Item Summary: Staff is requesting the City Council's approval to enter into an interlocal cooperative agreement with NCTCOG in reference to Chapter 791 of the Texas Government Code (hereinafter "Interlocal Cooperation Act") to set forth the terms and conditions upon which NCTCOG and the City of Waxahachie may purchase various goods and services on contract that are commonly utilized by each party. NCTCOG and the City of Waxahachie shall each be individually responsible for payments directly to the vendor and for the vendor's compliance with all conditions of delivery and quality of purchased items under such contracts.

Fiscal Impact: Approving this interlocal agreement will allow for future potential cost savings for various products and services, and more efficient procurement practices.

(5f)

TXShare

Your Public Sector Solutions Center

FOR NCTCOG Use Only

ILA No: _____

MASTER INTERLOCAL PURCHASING AGREEMENT

THIS MASTER INTERLOCAL AGREEMENT (“ILA”), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the “Act”), by and between the North Central Texas Council of Governments, hereinafter referred to as “NCTCOG,” having its principal place of business at 616 Six Flags Drive, Arlington, TX 76011, and the City of Waxahachie, a local government, a state agency, or a non-profit corporation created and operated to provide one or more governmental functions and services, hereinafter referred to as “Participant,” having its principal place of business at 401 S Rogers St., Waxahachie, TX 75165.

WHEREAS, NCTCOG is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

WHEREAS, pursuant to the Act, NCTCOG is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, in reliance on such authority, NCTCOG has instituted a cooperative purchasing program under which it contracts with eligible entities under the Act; and

WHEREAS, Participant has represented that it is an eligible entity under the Act, that is authorized to enter into this Agreement on August 7, 2023, and that it desires to contract with NCTCOG on the terms set forth below;

NOW, THEREFORE, NCTCOG and the Participant do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Participant represents and warrants to NCTCOG that (1) it is eligible to contract with NCTCOG under the Act for the purposes recited herein because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state), or a combination of two or more of those entities, a state agency (an agency that the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and (2) it possesses adequate legal authority to enter into this Agreement.

ARTICLE 2: SCOPE OF SERVICES

The Participant appoints NCTCOG its true and lawful purchasing agent for the purpose of certain products and services (“Products” or “Services”) through the TXShare Program. Participants will access the Program through www.TXShare.org. All purchases under this Agreement shall comply with applicable Texas competitive bidding statutes as well as the specifications, contract terms and pricing applicable to such purchases. NCTCOG may also serve as a coordinating agent to administer the use of eligible Participant contracts to other participants of TXShare. The eligibility of such contracts will be determined by incorporation of coordinating agent authorization in Participant’s solicitation documents. Title to all products purchased under the TXShare Program shall be held by Participant unless otherwise agreed. Nothing in this Agreement shall preclude the Participant for purchasing Products and/or Services offered in the TXShare Program directly from the vendor/supplier.

(5f)

TXShare

Your Public Sector Solutions Center

FOR NCTCOG Use Only

ILA No: _____

ARTICLE 3: PAYMENTS

Upon delivery of goods or services purchased and presentation of property documented invoice, the Participant shall promptly, and in any case within thirty (30) days, pay the contracted provider the full amount of the invoice. All payments for goods or services will be made from current revenues available to the paying party. In no event shall NCTCOG have any financial liability in the Participant for any goods or services Participant purchase through the TXShare Program.

ARTICLE 4: PERFORMANCE PERIOD

This Agreement shall be effective when signed by the last party whose signing makes the Agreement fully executed and will remain in full force and effect for one (1) year. This Agreement shall automatically renew for successive one-year terms unless sooner terminated in accordance with Article 6 below. Any modifications of this Agreement must comply with the requirements of Article 5 below.

ARTICLE 5: CHANGES AND AMENDMENTS

This Agreement may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this Agreement which are required by changes in Federal and State law or regulations are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation. NCTCOG reserves the right from time to time to make changes in the scope of products and services offered through the TXShare Program.

ARTICLE 6: TERMINATION PROCEDURES

NCTCOG or the Participant may cancel this Agreement for any reason and at any time upon thirty (30) days written notice by certified mail to the other party to this Agreement. The obligation of the Participant to pay for any Service and/or Products purchased under this Agreement, shall survive cancellation, as well as any other Participant costs incurred prior to the effective date of cancellation.

ARTICLE 7: APPLICABLE LAWS

NCTCOG and the Participant agree to conduct all activities under this Agreement in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Agreement.

ARTICLE 8: DISPUTE RESOLUTION

The parties to this Agreement agree to the extent possible and not in contravention of any applicable state or federal law or procedure established for dispute resolution, to attempt to resolve any dispute between them regarding this Agreement informally through voluntary mediation, arbitration, or any other local dispute mediation process before resorting to litigation.

ARTICLE 9: MISCELLANEOUS

- a. This Agreement has been made under and shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under, or in connection with, this Agreement shall lie exclusively in Tarrant County, Texas.
- b. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective entities.
- c. This Agreement and the rights and obligations contained herein may not be assigned by either party without the prior written approval of the other party to this Agreement.

(5f)

TXShare

Your Public Sector Solutions Center

FOR NCTCOG Use Only
ILA No: _____

- d. All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.
- e. To the extent that either party to this Agreement shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance. In such event, the time for performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation to solely pay funds.
- f. This Agreement and any attachments/addendums, as provided herein, constitute the complete agreement between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

THIS INSTRUMENT HAS BEEN EXECUTED IN TWO ORIGINALS BY THE PARTIES HERETO AS FOLLOWS:

North Central Texas Council of Governments
TXShare
616 Six Flags Drive, Arlington, TX 76011

City of Waxahachie
401 S Rogers St., Waxahachie, TX 75165.

NCTCOG Executive Director or Designee

Michael Scott, City Manager

Signature of Executive Director or Designee

Signature of City Manager

Date

Date

(5g)



Memorandum

To: City Council

From: Anita Simpson, Downtown Development Director

Thru: Michael Scott, City Manager

Date: August 7, 2023

Re: Consider Adoption of a designated loading/delivery space on North Rogers Street

Recommended Motion: "I move to adopt the designated loading/delivery space at North Rogers Street as presented."

Item Description: Consider adoption of a designated space for loading and deliveries to an area of downtown businesses from North Rogers Street.

Item Summary

In 2016 the Waxahachie Downtown Merchants Association requested and received a designated loading/delivery space at the southwest corner of the 200 block of West Jefferson and South Rogers streets. This request was made so all service providers could have a secure space out of the street to deliver to all businesses in the four-block area.

A request for a second loading/delivery space located at the northeast corner of North Rogers and Main Street was approved by the Waxahachie Downtown Merchants Association at their meeting on July 5, 2023. Representatives from the delivery service businesses have

(5g)

agreed to use the designated spot for deliveries to all the businesses in the surrounding area.

For the past many years this location was a loading zone for Happy's Furniture so it will not result in the loss of any current parking spaces.

Fiscal Impact: There is no expected fiscal impact from the adoption of this request.

(7)

PROCLAMATION

WHEREAS, for over 50 years, Community Health Centers have provided high-quality, affordable, comprehensive primary and preventive health care in our nation's medically underserved communities; and

WHEREAS, as the country's largest primary care network, Community Health Centers are the health care home for over 30 million Americans in over 14,000 communities across the nation; and

WHEREAS, every day, Community Health Centers develop new approaches to integrating a wide range of services beyond primary care, including oral health, vision, behavioral health, and pharmacy services, to meet the needs and challenges of their communities. Health centers have more than doubled their behavioral health workforce in the last decade to meet Americans' growing need for behavioral health services; and

WHEREAS, Community Health Centers are locally owned and operated small businesses that serve as critical economic engines, helping to power local economies and nationally support more than 500,000 direct and indirect jobs who work as part of multi-disciplinary clinical teams designed to treat patients; and

WHEREAS, Community Health Centers are on the front lines of emerging health care crises, providing access to care for our nation's veterans, addressing the opioid epidemic, and responding to public health threats in the wake of natural disasters. Community Health Centers operate close to 1,000 mobile units, providing accessible health services in hundreds of rural and urban communities;

NOW, THEREFORE, I, David Hill, Mayor of the City of Waxahachie, along with the entire City Council, recognize August 6-12, 2023, as

“NATIONAL HEALTH CENTER WEEK”

in Waxahachie, and encourage the citizens and community to celebrate the legacy of America's Community Health Centers, and their vital role in shaping America's health care system. Let's recognize the important partnership between America's Community Health Centers and the communities they serve.

Proclaimed this 7th day of August, 2023.

MAYOR

ATTEST:

CITY SECRETARY

Planning & Zoning Department (8)

Zoning Staff Report

Case: ZDC-24-2023



MEETING DATE(S)

Planning & Zoning Commission: July 25, 2023

City Council: August 7, 2023

CAPTION

Public Hearing on a request by Steve Meier, Turcotte Development, for a **Specific Use Permit (SUP)** for a Heavy Equipment Rental and Sales use within a Commercial (C) zoning district located at 2021 Corporate Parkway (Property ID 273978) - Owner: Ledbetter Real Estate, LTD (ZDC-24-2023)

RECOMMENDED MOTION

"I move to deny ZDC-24-2023, a Specific Use Permit (SUP) for a Heavy Equipment Rental and Sales use."

ACTION SINCE INITIAL STAFF REPORT

At the Planning and Zoning Commission meeting held on July 25, 2023, the Commission voted 5-1 to recommend approval of case number ZDC-24-2023, subject to staff comments, and the additional provisions below:

1. Store operating hours for customers shall be limited Monday through Friday, 7:00 am to 5:00 pm, and closed Saturday and Sunday.
2. Any heavy equipment taller than 8 feet in height in its stowed position for storage or on display shall be placed on the south and west side of the building.

APPLICANT REQUEST

The Applicant requests a specific use permit for a Heavy Equipment Rental and Sales use (H&E Equipment Services) within a Commercial (C) zoning district located at 2021 Corporate Parkway.

CASE INFORMATION

Applicant: Steve Meier, Turcotte Development

Property Owner(s): Ledbetter Real Estate, LTD

Site Acreage: 4.266 acres

Current Zoning: Commercial District (C)

Requested Zoning: C with a specific use permit (SUP) for a Heavy Equipment Rental and Sales use

SUBJECT PROPERTY

General Location: 2021 Corporate Parkway

Parcel ID Number(s): 273978

(8)

Existing Use: Undeveloped Land

Development History: The subject property was platted as Lot 3, Block C in 2016.

Adjoining Zoning & Uses:

| Direction | Zoning | Current Use |
|-----------|--------|--|
| North | C | Undeveloped Land |
| East | C | Undeveloped Land |
| South | LI-2 | Ellis County Fire Station #2 & Easy Self-Storage |
| West | C | Undeveloped Land |

Future Land Use Plan: Residential Neighborhood Placetype

Comprehensive Plan: This placetype serves to create neighborhoods built with a traditional walkable block/street grid network that allows some variation in housing typologies. Although this placetype will predominantly consist of traditional single family detached housing, denser housing types are encouraged such duplex, cottage courts, and townhomes. Both residential and commercial uses need to be context sensitive. Commercial uses in this placetype may be a small pop up facility or a home converted to a small store front. Walkability is key for neighborhood commercial uses so that they are accessible from surrounding neighborhoods.

Thoroughfare Plan: The primary access to the subject property is from Corporate Parkway (60' public right-of-way) on the Thoroughfare Plan. Additional right-of-way dedication is not required.

Site Image:



PLANNING ANALYSIS

(8)

Purpose of Request

The Applicant requests a specific use permit for a Heavy Equipment Rental and Sales use (H&E Equipment Services) within a Commercial (C) zoning district located at 2021 Corporate Parkway. H&E Equipment Services is one of the largest equipment rental companies in the nation. They plan to sell, rent and service heavy equipment at the proposed location. Based on the company's website the facility may rent and sell a variety of heavy equipment such as aerial work platforms, earthmoving equipment, forklifts and other general construction equipment. The business will generally operate Monday through Friday 7 am to 5 pm, and closed on weekends.

Proposed Development

The Applicant is proposing to construct a 6,140-square-foot building with a customer lobby, office and service shop. All customer parking (13 required/26 provided) will be located in front of the building. Heavy equipment for sale and rent will be located in the rear portion of the lot. The outdoor storage area will be screened with an 8-foot precast masonry wall with a brick pattern that will match the brick color on the main building. Additionally, the business will install a controlled access gate to the outdoor storage area to limit access to employees. The business will have a Knox-box at the controlled access gate for emergency responders.

Landscaping

The landscape plan complies with the City's minimum landscaping requirements in Section 5.04 (Landscape Requirements) of the Zoning Ordinance. The Applicant provided nine additional live oak trees (6" caliper) along the eastern property line outside the 8-foot precast concrete wall. Additionally, the Applicant provided eight additional accent trees (3" caliper yaupon holly) in the front yard.

Proposed Elevations

The Applicant has provided two sets of architectural elevations. Both sets of elevations have the same building design and exterior finishing materials, except the color scheme for each set is different. The preferred option by the applicant and the P&Z is Option 1 below.

Option 1 – In this option, the building is composed of 100 percent brick on the north, east and west elevations, and metal wall panels on the south elevation. The brick color is dark red.



Option 2 - In this option, the building is composed of 100 percent brick on the north, east and west elevations, and metal wall panels on the south elevation. The brick color is light red.



(8)

Staff Recommendation

After careful consideration and analysis, staff recommends denial of the proposed SUP request for heavy equipment rental and sales due to its negative impact on the viability of other commercial uses developing in the surrounding area. H&E rents and sells heavy machinery and equipment in high volumes since their customers are construction companies that work on large-scale projects, such as TxDOT roadway projects. H&E does not sell or rent equipment to the average consumer. Staff is concerned with the heavy truck traffic picking up and dropping off equipment and its impact on surrounding properties. Furthermore, the area in question is a thriving commercial center that has the potential to attract more sit-down restaurants and entertainment venues to the community. Therefore, in the interest of fostering a healthy and thriving commercial environment, staff believes it is essential to prioritize the long-term viability and sustainability of the surrounding area by denying this project.

Staff has also included a saturation map for existing and proposed heavy equipment rental and sales in the City of Waxahachie. In addition to the location of the proposed development, Staff is concerned about the concentration of heavy and equipment rental/sales uses in the City as a whole.

PUBLIC NOTIFICATIONS

To comply with State law contained in Local Government Code Chapter 211 and the City's public hearing notice requirements, 8 notices were mailed to property owners within 200 feet of the request. In addition, a notice was published in the Waxahachie Sun, and a sign was visibly posted at the property. Staff received six letters of support from the eight properties within the 200-foot notification area. It should be noted that the entity (Ledbetter Real Estate, LTD) that owns the subject property, also owns the six properties that have provided the support letters within the 200-foot notification area.

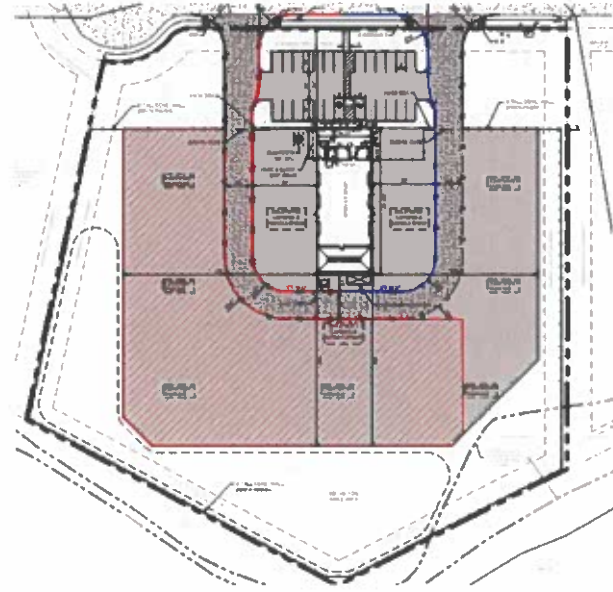
In addition, to the six letters of support previously mentioned, the Applicant got five letters of support from the surrounding businesses, including C.A. Wilson Appliance, Electronics, & Mattresses, Cancun's Ameri-Mex Restaurant, Celebrity Café and Restaurant, Fish City Grill, and Mi Casa Mexican Cuisine. The businesses are outside the 200-foot notification area.

RECOMMENDATION

Based on the details provided in this Staff Report and the present status of the documents associated with the request, the Planning Department recommends denial of the SUP request with the conditions listed below.

1. The Applicant shall execute a mutually agreed upon development agreement.
2. The subject property shall adhere to the following exhibits approved by the City Council: Exhibit A - Location Map, Exhibit B – Site Plan, Exhibit C - Landscape Plan, Exhibit D – Architectural Elevations, and Exhibit E – Perimeter Screening Wall Detail.
3. Store operating hours shall be limited Monday through Friday, 7:00 am to 5:00 pm, and closed Saturday and Sunday.
4. Heavy equipment will be kept in a stowed position when stored or on display on-site.

- 5. Any heavy equipment taller than 8 feet in height in its stowed position for storage or on display shall be placed on the south and west side of the building as shown by the crosshatched area in the image below.



- 6. The Applicant and/or Developer for the subject property shall be responsible for obtaining building permits per the City's applicable rules and regulations governing such permits.

ATTACHED EXHIBITS

- 1. Development Agmt. / SUP Ordinance
- 2. Location Map (Exhibit A)
- 3. Site Plan (Exhibit B)
- 4. Landscape Plan (Exhibit C)
- 5. Architectural Elevations (Exhibit D)
- 6. Perimeter Screening Wall Detail (Exhibit E)
- 7. Operational Plan
- 8. PON Response Exhibit
- 9. PON Responses
- 10. Saturation Map for Heavy Equipment Sales and Rental

STAFF CONTACT INFORMATION

Prepared by:
 Eleana Tuley, AICP
 Senior Planner
eleana.tuley@waxahachie.com

Reviewed by:
 Jennifer Pruitt, AICP, LEED-AP, CNU-A
 Senior Director of Planning
jennifer.pruitt@waxahachie.com

(9)

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING A SPECIFIC USE PERMIT (SUP) TO ALLOW A HEAVY EQUIPMENT RENTAL AND SALES USE (H&E EQUIPMENT SERVICES) WITHIN A COMMERCIAL DISTRICT (C) LOCATED AT 2021 CORPORATE PARKWAY IN THE CITY OF WAXAHACHIE, ELLIS COUNTY, TEXAS, BEING 4.26 ACRES KNOWN AS PROPERTY ID 273978, AND ORDERING THE CHANGING OF THE ZONING MAP THEREOF IN ACCORDANCE WITH SAID CHANGE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WAXAHACHIE, TEXAS:

WHEREAS, the City Council of the City of Waxahachie having adopted a zoning ordinance and map showing the classification of the property located within the city limits of said City; and

WHEREAS, a proper application for an SUP has been made in accordance with the zoning ordinances in the City of Waxahachie and said application has been assigned case number ZDC-24-2023. Said application having been referred to the Planning and Zoning (P&Z) Commission was recommended by the P&Z Commission for approval and the issuance thereof; and

WHEREAS, proper notification has been published for the time and in the manner as prescribed by the city ordinance of the City of Waxahachie for a public hearing thereon; and

WHEREAS, a proper hearing was held as required by law and the City Council having heard all arguments for and against said SUP;

NOW, THEREFORE, this property is rezoned from C to C, with an SUP in order to allow a Heavy Equipment Rental and Sales use on the following property: Property ID 273978, which is shown on the location map (Exhibit A), site plan (Exhibit B), landscape plan (Exhibit C), architectural elevations (Exhibit D), and perimeter screening wall detail (Exhibit E).

SPECIFIC USE PERMIT

Purpose and Intent

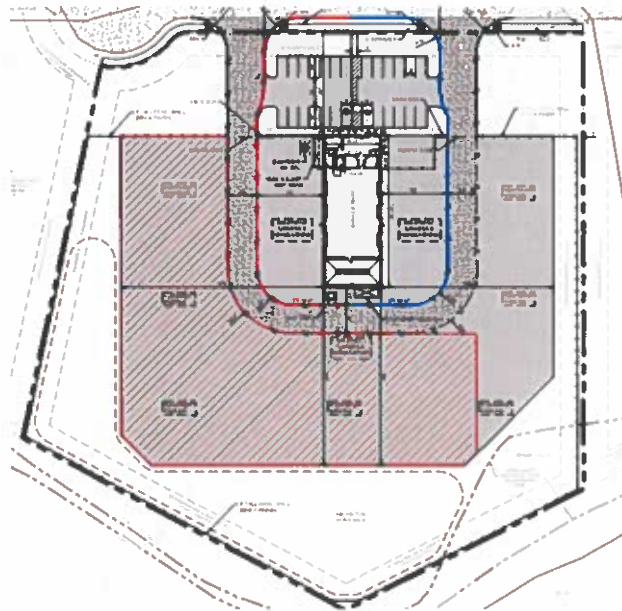
The purpose of this ordinance is to provide the appropriate restrictions and development controls that ensure this Specific Use Permit is compatible with the surrounding development and zoning and to also ensure that the development complies with the City's Comprehensive Plan and the Zoning Ordinance.

(9)

Specific Use Permit

FOR OPERATION OF A SPECIFIC USE PERMIT FOR A HEAVY EQUIPMENT RENTAL AND SALES USE (H&E EQUIPMENT SERVICES) IN THE COMMERCIAL (C) DISTRICT; the following standards and conditions are hereby established as part of this ordinance:

1. A mutually agreed upon Development Agreement is required.
2. The subject property shall conform to the site plan approved by the City Council under case number ZDC-24-2022.
3. Development on the subject property shall adhere to the following exhibits approved by the City Council: Exhibit A - Location Map, Exhibit B – Site Plan, Exhibit C - Landscape Plan, Exhibit D – Architectural Elevations, and Exhibit E – Perimeter Screening Wall Detail.
4. The building shall consist of the building design and composed of the exterior finishing materials and their associated percentages as provided in Exhibit D – Architectural Elevations.
5. The brick on the perimeter screening wall provided in Exhibit E shall match the brick color on the main building.
6. Store operating hours for customers shall be limited Monday through Friday, 7:00 am to 5:00 pm, and closed Saturday and Sunday.
7. Heavy equipment will be kept in a stowed position when stored or on display on-site.
8. Any heavy equipment taller than 8 feet in height in its stowed position for storage or on display shall be placed on the south and west side of the building as shown by the crosshatched area in the image below.



(9)

9. The Applicant and/or Developer for the subject property shall be responsible for obtaining building permits per the City's applicable rules and regulations governing such permits.
10. The subject property shall comply with the City of Waxahachie Municipal Code and Zoning Ordinance when any zoning, land use requirement, or restriction is not addressed or disclosed in Exhibits B, C, and D.
11. The development shall maintain compliance with all Federal, State and Local regulations; including, but not necessarily limited to, all applicable standards and regulations of the City of Waxahachie Municipal Code and City of Waxahachie Zoning Ordinance.
12. City Council shall have the right to review the Specific Use Permit at any point, necessary.

Compliance

1. It shall be unlawful for the owner, manager, or any person in charge of a business or other establishment to violate the conditions imposed by the City Council when a Specific Use Permit is granted, and the violation of those conditions could result in a citation being issued by the appropriate enforcement officers of the City of Waxahachie.
2. Furthermore, by this Ordinance, if the premises covered by this Specific Use Permit is vacated and/or ceases to operate for a period exceeding six months (6 months), a new Specific Use Permit shall be required to reestablish the use.
3. This Specific Use Permit shall run with the land and therefore may be transferred from owner to owner; however, each new owner shall obtain a new Certificate of Occupancy.
4. The Certificate of Occupancy shall note the existence of this Specific Use Permit by its number and title.

An emergency is declared to exist in that needed and approved improvements will be unnecessarily delayed if this ordinance is not effective upon passage and this ordinance is to be effective upon passage.

The zoning map of the City of Waxahachie is hereby authorized and directed to be demarked in accordance therewith.

PASSED, APPROVED AND ADOPTED on this 7th day of August, 2023.

MAYOR

ATTEST:

City Secretary



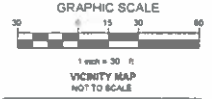
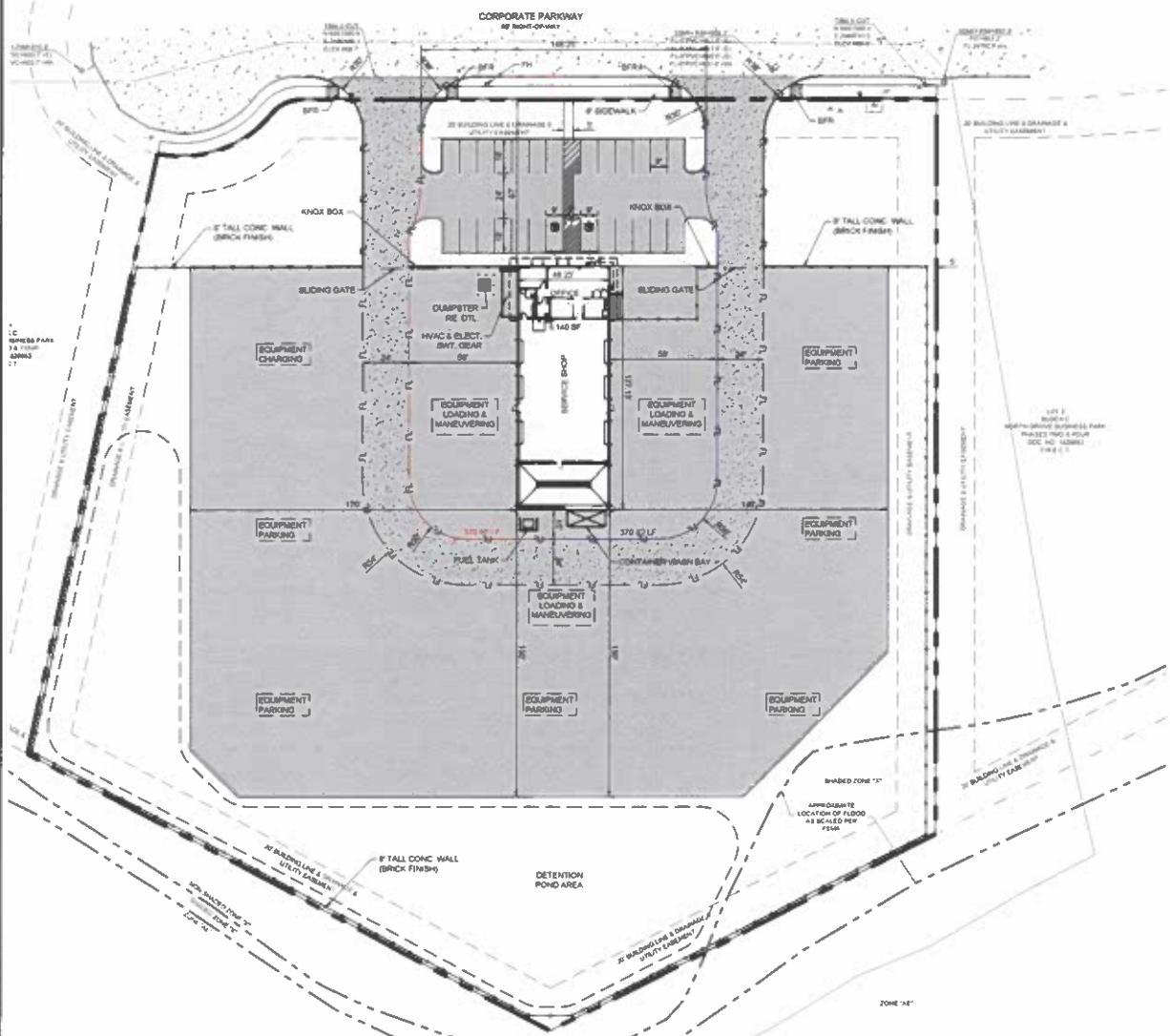
EXHIBIT A - LOCATION MAP

0 62.5 125 250 375 500 Feet

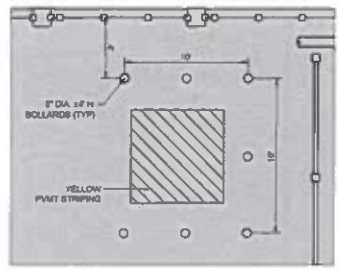
ZDC-24-2023 (SUP)

(a)

EXHIBIT B - SITE PLAN



| LEGEND | |
|--------|---|
| | OVERALL PROPERTY BOUNDARY / ZONING LIMITS |
| | LOT LINES |
| | PROPOSED FIRE LANE |
| | POST DEVELOPMENT FLOODPLAIN |
| | PROPOSED CONCRETE CURB & GUTTER |
| | PROPOSED PARKING COUNTS |



DUMPSTER LOCATION DETAIL

PLOTTED BY: DREW DONOSKY
 PLOT DATE: 6/27/2023 4:56 PM
 LOCATION: 2:\PROJECTS\WAXAHACHIE\450 CONCEPT\TURCOTTE\CONCEPT\SITE PLAN\SITE PLAN.DWG
 USER: DAVO
 PLOT DATE: 6/27/2023 12:27 PM

ENGINEER

DREW DONOSKY
 1900 CENTRAL DR
 SUITE 8405
 BEDFORD, TX 76021
 PH: 817.281.0572
 FAX: 817.281.0574
 CONTACT: DREW DONOSKY, PE
 EMAIL: DREW@CLAYMOOREENG.COM

DEVELOPER

TURCOTTE DEVELOPMENT
 6118 N CENTRAL EXPRESSWAY
 SUITE 617
 DALLAS, TX 75205
 PH: 214.632.9811
 CONTACT NAME: STEVE MEIER

| SITE DATA SUMMARY | | | | | | | | | | | | | | | | | | | | |
|-------------------|------------|-----------------------------|------------------|--------------------|----------------------|-----------------|--------------|--------------|-------|----------------|------------|---|-------------|--------------|-------|------------------|---------|----------------|--------|-----|
| LOT | ZONING | PROPOSED USE | LOT SIZE (ACRES) | LOT SIZE (SQ. FT.) | BLDG. AREA (SQ. FT.) | BLDG. HGT. (FT) | # OF STORIES | LOT COVERAGE | | | | PARKING | | HANDICAP SP. | | TOTAL IMPERVIOUS | | TOTAL PERVIOUS | | |
| | | | | | | | | REQ. | PROV. | PLR AREA RATIO | RSQ. RATIO | TOTAL REQ. | TOTAL PROV. | REQ. 1 | PROV. | (SQ FT) | (%) | (SQ FT) | (%) | |
| 3 | COMMERCIAL | Heavy Equip. Rental & Sales | 4.27 | 186,001 | 6,140 | 28' | 1 | 40% MAX | 3.3% | 1.0 TO 1.0 MAX | 0.03 | heavy Machinery & Equipment Rental, Sales, or Storage(1) (14,100 SQ FT) | 13 | 26 | 2 | 2 | 113,225 | 62% | 70,776 | 38% |

TURCOTTE WAXAHACHIE
 4.266 ACRES
 LEGAL DESCRIPTION:
 BEING LOT 3, BLOCK C OF THE NORTH OAKS BUSINESS PARK, PHASES TWO & FOUR IN ADDITION TO THE CITY OF WAXAHACHIE, BLUE GRASS, TEXAS, ACCORDING TO THE AMENDS PLAN THEREOF RECORDED UNDER DOCUMENT NUMBER 2008018141 IN THE PUBLIC RECORDS OF TARRANT COUNTY, TEXAS.

CITY: WAXAHACHIE STATE: TEXAS
 COUNTY: COLLIN SURVEY: JOHN SHAVER SURVEY ABSTRACT NO: 1000



PRELIMINARY
 FOR REVIEW ONLY
 NOT FOR CONSTRUCTION PURPOSES
 CLAY MOORE ENGINEERING
 1900 CENTRAL DR
 SUITE 8405
 BEDFORD, TX 76021
 PH: 817.281.0572

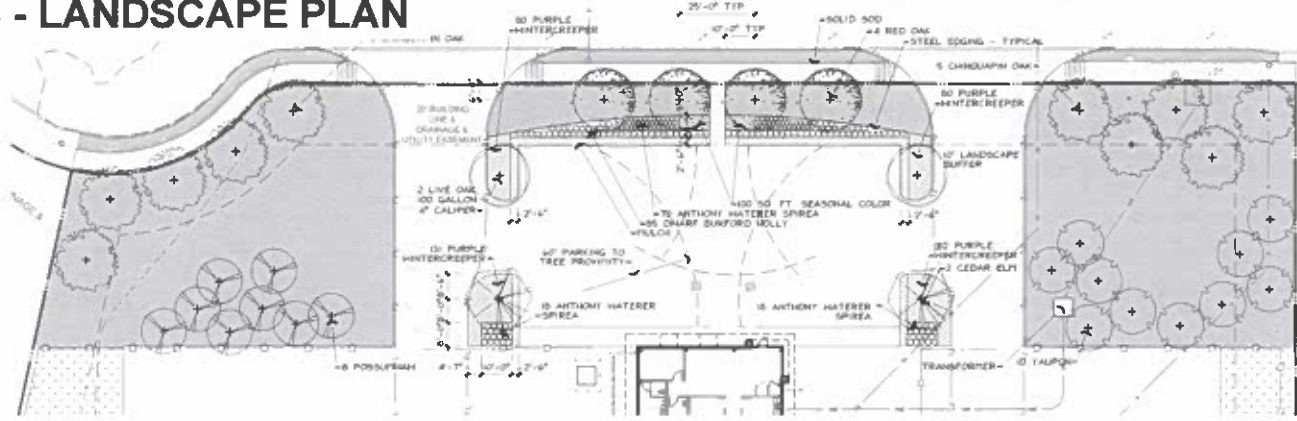
TURCOTTE WAXAHACHIE
WAXAHACHIE, TX

SUP SITE PLAN

SHEET: B-1
 C-1

(b)

EXHIBIT C - LANDSCAPE PLAN



B LANDSCAPE PLAN
1" = 20'

PROPERTY LEGAL DESCRIPTION
LOT 3, BLOCK C, OF THE NORTH GROVE BUSINESS PARK, PHASES TWO AND FOUR AN ADDITION TO THE CITY OF WAXAHACHIE, ELLIS COUNTY, TEXAS
See existing plans on the project

INTERIOR LANDSCAPE AREA

ZONING: PFD-C3 COMMERCIAL
80% OF REQUIRED BULBING GROUND FLOOR SQ. FT. SHALL BE REQUIRED INTERIOR LANDSCAPE
TOTAL BULBING SQ. FT. = 4,146 SQ. FT.
REQUIRED: 2,458 SQ. FT. (60%)
PROVIDED: 3,012 SQ. FT. (73%)

ONE (1) CANOPY TREE PER 500 SQ. FT. OF REQUIRED INTERIOR LANDSCAPE AREA
(See Section 5.3.4.1.1) (S) (S)
REQUIRED: 5 CANOPY TREES
PROVIDED: 14 CANOPY TREES

ONE (1) UNDERCORY TREE PER 250 SQ. FT. OF REQUIRED INTERIOR LANDSCAPE AREA
(See Section 5.3.4.1.2) (S) (S)
REQUIRED: 10 ACCENT TREES
PROVIDED: 18 ACCENT TREES

ONE (1) SHRUB PER 100 SQ. FT. OF REQUIRED INTERIOR LANDSCAPE AREA
(See Section 5.3.4.1.3) (S) (S)
REQUIRED: 38 SHRUBS
PROVIDED: 88 SHRUBS

1% OF REQUIRED INTERIOR LANDSCAPE AREA SHALL BE GROUNDCOVER
(See Section 5.3.4.1.4) (S) (S)
REQUIRED: 205 SQ. FT. GROUNDCOVER
PROVIDED: 628 SQ. FT. GROUNDCOVER

2% OF REQUIRED INTERIOR LANDSCAPE AREA SHALL BE SEASONAL COLOR
(See Section 5.3.4.1.5) (S) (S)
REQUIRED: 49 SQ. FT. SEASONAL COLOR
PROVIDED: 10,900 FT. SEASONAL COLOR - NEW GOLD/ANTHONY 1 GALLON AT 4" SPACING

PARKING LOT LANDSCAPE

30 SQ. FT. OF LANDSCAPE PER PARKING SPACE (See Section 5.3.4.2.1) (S) (S)
TOTAL OPEN PARKING SPACES = 28
REQUIRED: 700 SQ. FT. LANDSCAPE
PROVIDED: 1,335 SQ. FT. LANDSCAPE

TWO (2) TREES, 4" CAL., PER 500 SQ. FT. OF REQUIRED PARKING LOT LANDSCAPE AREA
(See Section 5.3.4.2.2) (S) (S)
REQUIRED: 3 TREE, 4" CAL.
PROVIDED: 6 TREES, 4" CAL.

TEN (10) SHRUBS PER 100 SQ. FT. OF REQUIRED PARKING LOT LANDSCAPE AREA
(2" DBH @ 4' H) = 1.56" x 10 = 16 SHRUBS
(See Section 5.3.4.2.3) (S) (S)
REQUIRED: 18 SHRUBS
PROVIDED: 38 SHRUBS

BUFFERYARD

ONE (1) TREE PER 400 SQ. FT. OF PERMANENT LANDSCAPE (See Section 5.3.4.3.1) (S) (S)
STREETYARD = 40,000 SQ. FT.
REQUIRED: 100 TREES
PROVIDED: 33,000 SQ. FT. LANDSCAPE
100% (33 TREES)

LANDSCAPE BUFFER

ONE (1) TREE PER 400 SQ. FT. OF STREET FRONTAGE (See Section 5.3.4.3.2) (S) (S)
REQUIRED: 11 TREES
PROVIDED: 11 TREES

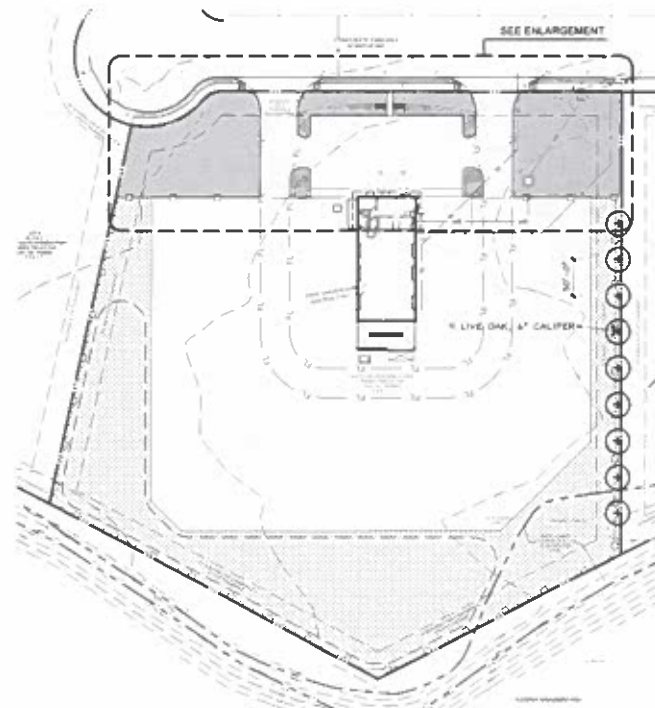
E LEGEND



SEE SHEET L12 FOR TREE SYMBOLS

C PREPARATION GENERAL NOTES

1. PLAN PREPARED BY:
MICHAEL S. KENDALL
KENDALL + LANDSCAPE ARCHITECTURE
1075 SANTA BARBARA
DALLAS, TEXAS 75201
PHONE: (214) 739-3228
E-MAIL: MK@KENDALLTX.COM
TEXAS LANDSCAPE ARCHITECT LICENSE NO. 127
2. ALL AREAS SHALL BE IRRIGATED BY A LICENSED IRRIGATOR WITH AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM PROVIDING 100% COVERAGE
3. ALL REQUIRED TREES FROM THE CITY APPROVED LISTING



A OVERALL SITE PLAN
1" = 30'

RENTAL FACILITY
WAXAHACHIE, TEXAS



Drawn Date: 5 June 2023
Drawn By: [Signature]
Landscape Plan

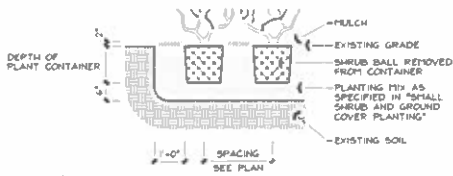
L1.1

(b)

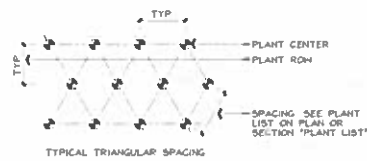
E PLANT LISTING

ALL SIZES SHOWN ARE MINIMUM. SMALLER CONTAINERS MEETING THE SPECIFIED HEIGHT AND SPREAD WILL NOT BE ACCEPTED.

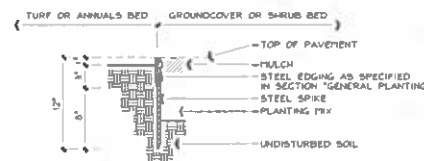
| BOTANIC NAME | COMMON NAME | SIZE | DESCRIPTION | QUANTITY |
|---|----------------------|---|-------------------------------|----------|
| LARGE TREES | | | | |
| QUERCUS VIRGINIANA | LIVE OAK | 100 GALLON CONTAINER, 4"-4 1/2" CALIPER, 10' - 12' HEIGHT, 5'-6' SPREAD | SINGLE STRAIGHT LEADER. | 2 |
| QUERCUS VIRGINIANA | LIVE OAK | 6" CALIPER | SINGLE STRAIGHT LEADER. | 4 |
| ULMUS CRASSIFOLIA | CEDAR ELM | 100 GALLON CONTAINER, 4"-4 1/2" CALIPER, 10' - 12' HEIGHT, 5'-6' SPREAD | SINGLE STRAIGHT LEADER. | 2 |
| QUERCUS FUEHENBERGII | CHINOQUIN OAK | 100 GALLON CONTAINER, 4"-4 1/2" CALIPER, 10' - 12' HEIGHT, 5'-6' SPREAD | SINGLE STRAIGHT LEADER. | 10 |
| QUERCUS BUCKLEYI | RED OAK | 100 GALLON CONTAINER, 4"-4 1/2" CALIPER, 10' - 12' HEIGHT, 5'-6' SPREAD | SINGLE STRAIGHT LEADER. | 4 |
| ORNAMENTAL TREES | | | | |
| ILEX VOMITORIA | TREE YAUPON | 65 GALLON CONTAINER, 3"-3 1/2" CALIPER, 7' - 8' HEIGHT, 5'-7' SPREAD | MULTI-TRUNK - 3 CANES MAXIMUM | 10 |
| ILEX DECIDUA | POSSUMHAW | 65 GALLON CONTAINER, 3"-3 1/2" CALIPER, 7' - 8' HEIGHT, 5'-7' SPREAD | MULTI-TRUNK - 3 CANES MAXIMUM | 6 |
| SHRUBS | | | | |
| ILEX CORNUTA 'BURFORDII NANA' | DWARF BURFORD HOLLY | 5 GALLON - MINIMUM 2' HEIGHT AT TIME OF PLANTING | 24" ON CENTER | 84 |
| SPIRAEA X BURTALDA | DOL CHICA SPIREA | 1 GALLON | 10" ON CENTER | 106 |
| GROUNDCOVER | | | | |
| EUONIMUS FORTUNEI | PURPLE WINTERCREEPER | 1 GALLON | 10" ON CENTER | 424 |
| ANNUALS | | | | |
| SPRING - PANSIES 'BEACON FIELD' OR 'MAXI BLUE' OR 'IMPERIAL SILVER PRINCESS' - 4" POT, 6" ON CENTER | | | | |
| SUMMER - NEW GOLD LANTANA - 1 GALLON, 10" ON CENTER | | | | |
| FALL - CHRYSANTHEMUM 'SÉTINOLE' - 4" POT, 6" ON CENTER | | | | |
| LAWN | | | | |
| BERMUDA GRASS - SOLID SOD AND HYDROMULCH - SEE PLAN | | | | |



E SHRUB PLANTING - SECTION



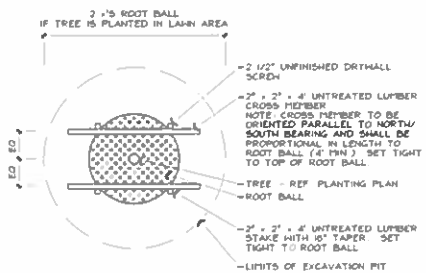
F PLANT SPACING - PLAN



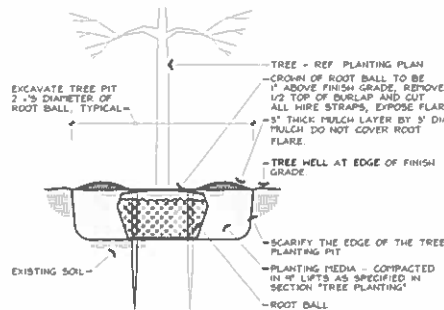
G STEEL EDGING - SECTION



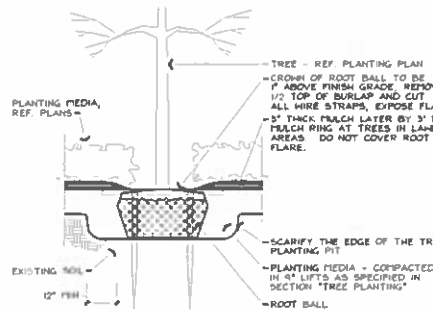
H GROUNDCOVER PLANTING - SECTION



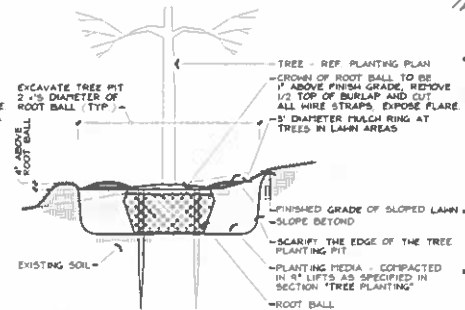
A TYPICAL TREE STAKING - PLAN



B TREE PLANTING IN LAWN - SECTION



C TREE PLANTING IN PLANTER - SECTION



D TREE PLANTING ON SLOPE IN LAWN - SECTION



RENTAL FACILITY
WAXAHACHIE, TEXAS

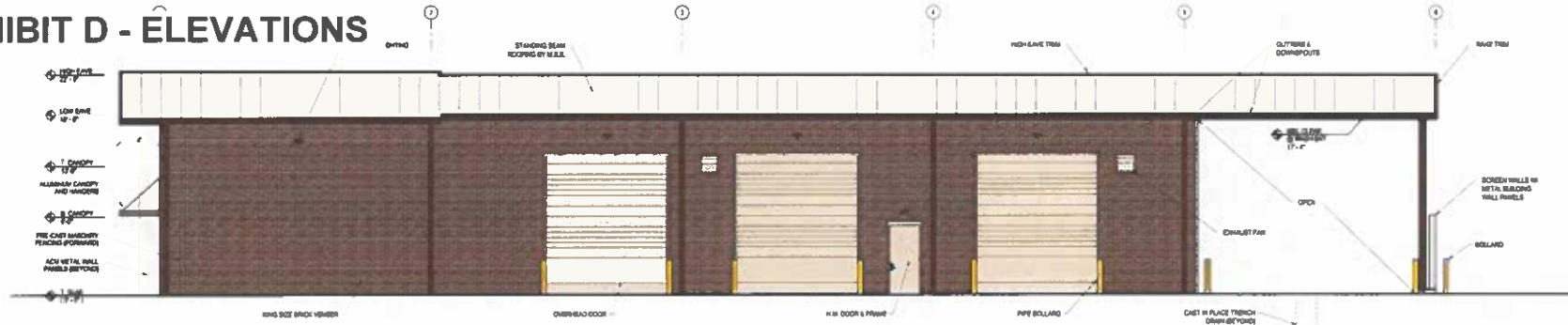
DATE: 23 May 2023

DETAILS

L12

(b)

EXHIBIT D - ELEVATIONS



4 WEST ELEVATION
SCALE: 3/8"=1'-0"

EXTERIOR FINISH MATERIAL BREAKDOWN

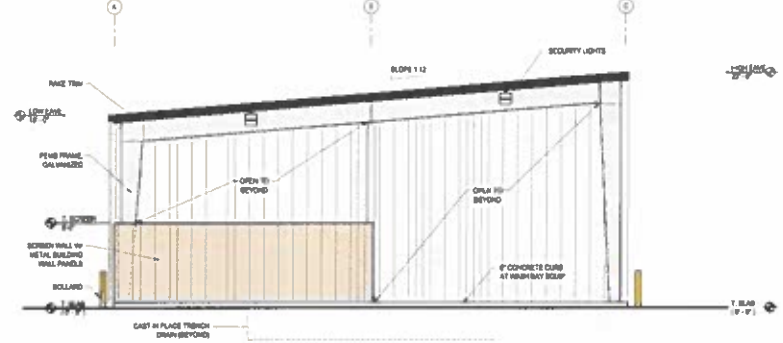
| Material | Surface Area (SF) | Percentage |
|--------------------------|-------------------|------------|
| Brick Veneer | 1,328 SF | 98% |
| Aluminum Composite Panel | 128 SF | 10% |
| Cast-in-Place Concrete | 0 SF | 0% |



3 EAST ELEVATION
SCALE: 3/8"=1'-0"

EXTERIOR FINISH MATERIAL BREAKDOWN

| Material | Surface Area (SF) | Percentage |
|--------------------------|-------------------|------------|
| Brick Veneer | 1,328 SF | 98% |
| Aluminum Composite Panel | 128 SF | 10% |
| Cast-in-Place Concrete | 0 SF | 0% |



2 SOUTH ELEVATION
SCALE: 3/8"=1'-0"

EXTERIOR FINISH MATERIAL BREAKDOWN

| Material | Surface Area (SF) | Percentage |
|--------------------------|-------------------|------------|
| Aluminum Composite Panel | 1,328 SF | 98% |
| Cast-in-Place Concrete | 128 SF | 10% |
| Cast-in-Place Concrete | 0 SF | 0% |



1 NORTH ELEVATION (Corporate Parkway)
SCALE: 3/8"=1'-0"

EXTERIOR FINISH MATERIAL BREAKDOWN

| Material | Surface Area (SF) | Percentage |
|--------------------------|-------------------|------------|
| Brick Veneer | 1,328 SF | 98% |
| Aluminum Composite Panel | 128 SF | 10% |
| Cast-in-Place Concrete | 0 SF | 0% |

Project Name: **HAE EQUIPMENT SERVICES**

Client: **TURCOTTE DEVELOPMENT GROUP**

Address: **224 W. River Street, Cleburne, Texas 76033**

Architect: **ANTUNOVICH ASSOCIATES**

Engineer: **INGENUITY ENGINEERS, INC.**

Contractor: **raSmith**

Project Location: **HAE EQUIPMENT SERVICES CORPORATE PARKWAY WAXAHACHIE, TX 75165**

Scale: **A3.01**

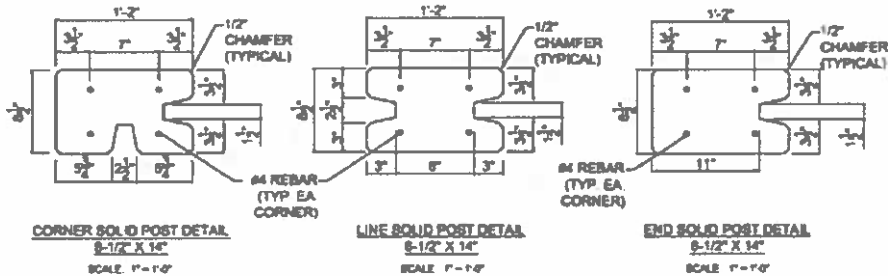
Professional Seal: [Seal of a Professional Engineer]

(9)

EXHIBIT E - PERIMETER SCREENING WALL

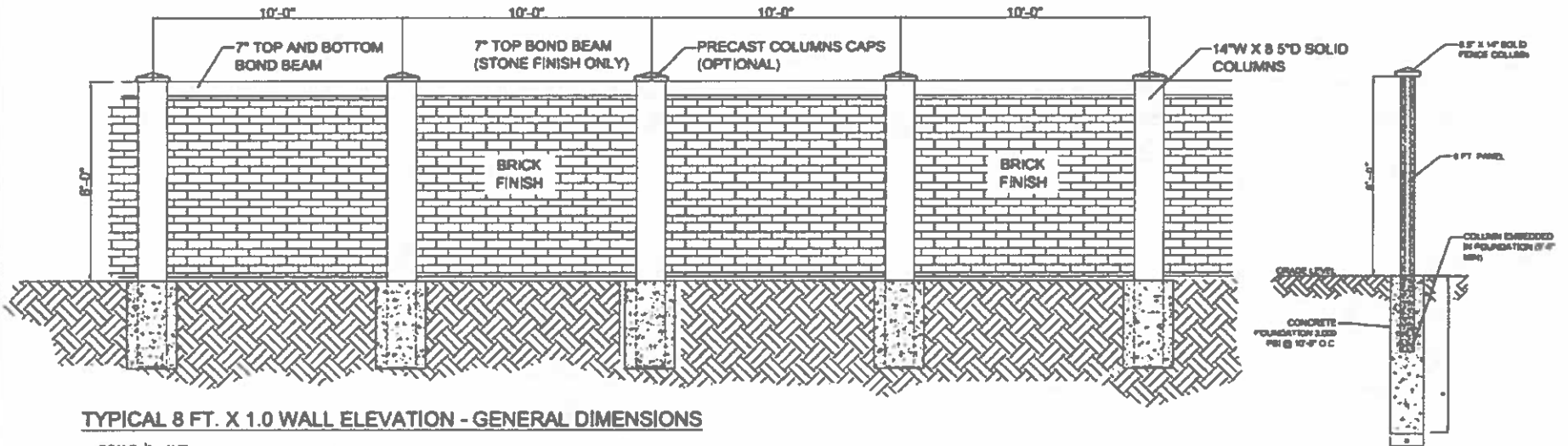


11/11/2022



Foundation Schedule (8 Ft. Columns)

| Wall Height | Foundation Diameter (Inches) | Foundation Depth (Inches) |
|---|------------------------------|---------------------------|
| PERMAWALL 8 R Wall Height on 10 ft Centers | 24" Diameter | 120" Depth |



TYPICAL 8 FT. X 1.0 WALL ELEVATION - GENERAL DIMENSIONS

SCALE 1/2" = 1'-0"

| | | |
|---|--|--|
| Credentia Construction Company, Inc. Address: George Washington and Office 121 Industry Way Houston, TX 77075 877-8-1-1-1 (888) 888-8888 and 281-488-8888 FOUNDED 1938 | | 360 Certificate of Authorization 10045 F-12025 I (EXP. 11/30/2022) |
| SHEET 2 | | 11/11/2022 |

(9)

(9)





(9)

May 23, 2023

Site Development Overview & Operational Plan

Proposed H&E Equipment Services Facility

2021 Corporate Parkway

Waxahachie, Texas

Overview

The proposed use of the subject property is for a construction equipment rental facility for H&E Equipment Services, Inc. (H&E). H&E's business model is predominantly focused on the rental of heavy construction equipment with the occasional sale of used equipment. Their primary customer contact is via telephone or via their website. They do not publicly display equipment and have little or no walk-in customer traffic. The site is a platted lot in the North Grove Business Park. The business park is bordered on the south by South Grove Creek with HI & LI zoned properties abutting the south side of the creek and to the north by the Atwood Ranch & Home development which is zoned PD-Commercial. The business park is bordered on the west by a BNSF railroad right-of-way and on the east by US Highway 77.

The H&E project will be the first lot to be developed in the rear (western) portion of the business park. We feel the use is compatible with the adjacent commercially zoned vacant lots as well as the Atwood's Ranch & Home Store which has a significant amount of unscreened merchandise such as farm equipment, trailers, fencing, and landscape materials as well as additional outdoor retail displays. In addition, the use is compatible with the predominantly HI & LI zoned properties between I-35 and US 77 that span from US 287 to the south up to the city limits to the north of the business park.

H&E Equipment Services, Inc.

H&E Equipment Services is one of the largest integrated equipment services companies in the United States focused on construction and industrial equipment, and trades on the Nasdaq Global Select Market under the symbol HEES. Through a network of over 130 branch facilities, the company rents, sells and provides parts and service support for specialized equipment including hi-lift or aerial platform, earthmoving, and general rental equipment. Products differ by location to serve the needs of the local market, and may include construction equipment, material handling equipment, or a wide variety of other machines and equipment. More information about H&E Equipment can be found at www.he-equipment.com.

Facility Description

The proposed development is a new construction of a prototype H&E branch facility including a building of approximately 6,000 square feet comprised of a small office space and service bays with overhead doors. Additional improvements to the site include an attached wash bay, equipment charging stations and paved equipment staging and loading areas surrounded by an 8' tall pre-cast concrete screen wall. See examples of this screen wall product on the following page.

The anticipated staffing for the proposed facility is 15 employees, including drivers, service technicians, administrative staff, and management. The operational day use is for staging, delivery, and maintenance of an equipment fleet rented to contractors and other commercial companies. There will be no retail products

(9)

displayed for sale, and limited walk-in customer traffic. Anticipated operating hours are from 7:00 am to 5:00 pm Monday through Friday – **they are generally not open on Saturday or Sunday.**

STATE OF TEXAS § DEVELOPMENT AGREEMENT
 § FOR H&E EQUIPMENT SERVICES, INC.
 COUNTY OF ELLIS §

This Development Agreement for H&E Equipment Services, Inc. ("Agreement") is entered between Ledbetter Real Estate, LTD ("LRE" or "Developer"), and the City of Waxahachie, Texas ("City"). LRE and the City are sometimes referred herein together as the "Parties" and individually as a "Party."

Recitals:

1. LRE is the owner of approximately 4.26 acres of real property located at 2021 Corporate Parkway, Parcel Number 273978 in the City of Waxahachie, Texas (the "Property"), for which the applicant has requested a specific use permit ("SUP") for a heavy equipment rental and sales use (H&E Equipment Services). The Property is currently zoned Commercial District by the City, and is anticipated to have the SUP reviewed on August 7, 2023.

2. The planned use for the Property is for a SUP to allow a heavy equipment rental and sales use (H&E Equipment Services). The SUP process is utilized to ensure that the Property would develop in a manner that meets the City's desired development standards and provides LRE with agreed-upon and negotiated standards consistent with their business objectives.

3. As is reflected by the public records of the City, significant discussions and negotiations between representatives of LRE and the City of Waxahachie staff have occurred during various meetings, in an effort to obtain an agreed-upon and negotiated set of zoning and development standards to be reflected in the SUP zoning amendment Ordinance No. _____ (the "H&E Equipment Services SUP Ordinance"), a copy of which is attached hereto as *Exhibit A* and which contains the negotiated zoning and development standards for H&E Equipment Services.

4. This Agreement seeks to incorporate the negotiated and agreed upon zoning and development standards contained in the H&E Equipment Services SUP Ordinance as contractually-binding obligations between the City of Waxahachie and LRE, and to recognize LRE's reasonable investment-backed expectations in the H&E Equipment Services SUP Ordinance.

NOW, THEREFORE, for and in consideration of the above and foregoing premises, the benefits to each of the Parties from this Agreement, and other good and valuable consideration, the sufficiency of which is hereby acknowledged and agreed, the Parties do hereby agree as follows:

Section 1. Incorporation of Premises. The above and foregoing Recitals are true and correct and are incorporated herein and made a part hereof for all purposes.

Section 2. Term. This Agreement shall be effective as of the date of execution of this Agreement by the last of the Parties to do so ("**Effective Date**"). This Agreement shall remain in full force and effect from the Effective Date until terminated by the mutual agreement of all of the Parties in writing ("**Term**").

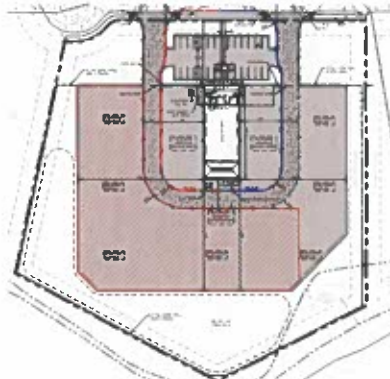
Section 3. Agreements. The Parties agree as follows:

Incorporation of Zoning and Recognition of Investment-Backed Expectations:

The negotiated and agreed upon zoning and development standards contained in the H&E Equipment Services SUP Ordinance, which incorporated by reference the general zoning regulations of the City of Waxahachie zoning ordinance, are hereby adopted and incorporated into this Agreement as contractually-binding obligations of the Developer.

The Developer agrees to:

- (A) The development shall conform to the site plan approved by the City Council under case number ZDC-24-2023.
- (B) Development on the subject property shall adhere to the following exhibits approved by the City Council: Exhibit A - Location Map, Exhibit B – Site Plan, Exhibit C - Landscape Plan, Exhibit D – Architectural Elevations, and Exhibit E – Perimeter Screening Wall Detail.
- (C) The building shall consist of the building design and composed of the exterior finishing materials and their associated percentages as provided in Exhibit D – Architectural Elevations.
- (D) The brick on the perimeter screening wall provided in Exhibit E shall match the brick color on the main building.
- (E) Store operating hours for customers shall be limited Monday through Friday, 7:00 am to 5:00 pm, and closed Saturday and Sunday.
- (F) Heavy equipment will be kept in a stowed position when stored or on display on-site.
- (G) Any heavy equipment taller than 8 feet in height in its stowed position for storage or on display shall be placed on the south and west side of the building as shown by the crosshatched area in the image below.



- (H) The Applicant and/or Developer for the subject property shall be responsible for obtaining building permits per the City's applicable rules and regulations governing such permits.
- (I) The Applicant shall provide a permanent irrigation system for all required landscape areas shown on Exhibit C – Landscape Plan and maintain the landscaping required for screening at all times.
- (J) The subject property shall comply with the City of Waxahachie Municipal Code and Zoning Ordinance when any zoning, land use requirement, or restriction is not addressed or disclosed in Exhibits B, C, D and E.
- (K) The development shall maintain compliance with all Federal, State and Local regulations; including, but not necessarily limited to, all applicable standards and regulations of the City of Waxahachie Municipal Code and City of Waxahachie Zoning Ordinance.

In consideration of LRE's agreement in this regard, the City of Waxahachie agrees that LRE has reasonable investment-backed expectations in the H&E Equipment Services SUP Ordinance and that the City of Waxahachie may not unilaterally change the zoning and development standards contained in the H&E Equipment Services Ordinance without impacting LRE's reasonable investment-backed expectations.

Section 4. Miscellaneous

- A. This Agreement and any dispute arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without reference to its conflict of law rules. In the event of any dispute or action under this Agreement, venue for any and all disputes or actions shall be instituted and maintained in Ellis County, Texas.
- B. 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, joint venture, joint enterprise, or other relationship between or among the Parties.
- C. 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.
- D. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by either Party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the Parties may have by law statute, ordinance, or otherwise. The failure by any Party to exercise any right, power, or option given to it by this Agreement, or to insist upon strict compliance with the terms of this Agreement, shall not constitute a waiver of the terms and conditions of this Agreement with respect to any other or subsequent breach thereof, nor a waiver by such Party of its rights at any time thereafter

to require exact and strict compliance with all the terms hereof. Any rights and remedies any Party may have with respect to the other arising out of this Agreement shall survive the cancellation, expiration or termination of this Agreement, except as otherwise expressly set forth herein.

E. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

F. 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 or expiration of this Agreement shall survive termination or expiration.

G. This Agreement is made subject to the existing provisions of the City of Waxahachie, its present rules, regulations, procedures and ordinances, and all applicable laws, rules, and regulations of the State of Texas and the United States.

H. The undersigned officers and/or agents of the Parties hereto are the properly authorized persons and have the necessary authority to execute this Agreement on behalf of the Parties hereto.

I. This Agreement may be only amended or altered by written instrument signed by the Parties.

J. The headings and captions used in this Agreement are for the convenience of the Parties only and shall not in any way define, limit or describe the scope or intent of any provisions of this Agreement.

K. This Agreement is the entire agreement between the Parties with respect to the subject matters covered in this Agreement. There are no other collateral oral or written agreements between the Parties that in any manner relates to the subject matter of this Agreement, except as provided or referenced in this Agreement.

L. This Agreement shall be recorded in the real property records of Ellis County, Texas. This Agreement and all of its terms, conditions, and provisions is and shall constitute a restriction and condition upon the development of the Property and all portions thereof and a covenant running with the Property and all portions thereof, and is and shall be binding upon LRE and all heirs, successors, and assigns and the future owners of the Property and any portion thereof; provided, however, this Agreement shall not constitute an obligation of or be deemed a restriction or encumbrance with respect to any platted residential lot upon which a completed structure has been constructed.

M. **Form 1295 Certificate.** The Developer agrees to comply with Texas Government Code, Section 2252.908 and in connection therewith, the Developer agrees to go online with the Texas Ethics Commission to complete a Form 1295 Certificate and further agrees to print the completed certificate and execute the completed certificate in such form as is required by Texas Government Code, Section 2252.908 and the rules of the Texas Ethics Commission and provide to the Town, at the time of delivery of an executed counterpart of this Agreement, a duly executed completed Form 1295 Certificate.

N. **Undocumented Workers Provision.** The Developer certifies that Developer does not and will not knowingly employ an undocumented worker in accordance with Chapter

2264 of the Texas Government Code, as amended. If during the Term of this Agreement, Developer is convicted of a violation under 8 U.S.C. § 1324a(f), Developer shall repay the amount of any public subsidy provided under this Agreement to Developer plus six percent (6.0%), not later than the 120th day after the date the Town notifies Developer of the violation.

- O. **Non-Boycott of Israel Provision.** In accordance with Chapter 2270 of the Texas Government Code, a Texas governmental entity may not enter into an agreement with a business entity for the provision of goods or services unless the agreement contains a written verification from the business entity that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the agreement. Chapter 2270 of the Texas Government Code does not apply to a (1) a company that is a sole proprietorship; (2) a company that has fewer than ten (10) full-time employees; or (3) the contract has a value of less than One Hundred Thousand Dollars (\$100,000.00). Unless Developer is not subject to Chapter 2270 of the Texas Government Code for the reasons stated herein, the signatory executing this Agreement on behalf of Developer verifies that Developer does not boycott Israel and will not boycott Israel during the Term of this Agreement.
- P. **Prohibition on Contracts with Certain Companies Provision.** In accordance with Section 2252.152 of the Texas Government Code, the Parties covenant and agree that Developer is not on a list maintained by the State Comptroller's office prepared and maintained pursuant to Section 2252.153 of the Texas Government Code.
- Q. **Verification Against Discrimination of Firearm or Ammunition Industries.** Pursuant to Texas Government Code Chapter 2274, (as added by Texas Senate Bill 19, 87th Tex. Reg. Session (2021) (effective September 1, 2021)) unless otherwise exempt, if the Developer employs at least ten (10) fulltime employees and this Agreement has a value of at least \$100,000 that is paid wholly or partly from public funds of the Town, the Developer represents that: (1) the Developer does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) the Developer will not discriminate during the Term of the Agreement against a firearm entity or firearm trade association.
- R. **Verification Against Discrimination Developer Does Not Boycott Energy Companies.** Pursuant to Texas Government Code Chapter 2274, (as added by Texas Senate Bill 13, 87th Tex. Reg. Session (2021) (effective September 1, 2021)) unless otherwise exempt, if the Developer employs at least ten (10) fulltime employees and this Agreement has a value of at least \$100,000 that is paid wholly or partly from public funds of the Town, the Developer represents that: (1) the Developer does not boycott energy companies; and (2) the Developer will not boycott energy companies during the Term of this Agreement.

(10)

{Signature Pages Follow}

(10)

EXECUTED by the Parties on the dates set forth below, to be effective as of the date first written above.

CITY OF WAXAHACHIE, TEXAS

By: _____
Michael Scott, City Manager

Date: _____

ATTEST:

By: _____
City Secretary

STATE OF TEXAS §
 §
COUNTY OF ELLIS §

Before me, the undersigned authority, on this _____ day of _____, personally appeared Michael Scott, City Manager of the City of Waxahachie, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

[Seal]

By: _____
Notary Public, State of Texas
My Commission Expires: _____

(10)

DEVELOPER:

Ledbetter Real Estate, LTD

By: _____

Name: _____

Its: _____

Date: _____

STATE OF _____

§
§
§

COUNTY OF _____

Before me, the undersigned authority, on this _____ day of _____, personally appeared _____, representative of Ledbetter Real Estate, LTD, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

[Seal]

By: _____

Notary Public, State of _____

My Commission Expires: _____

Planning & Zoning Department

(11)

Plat Staff Report

Case: SUB-40-2023



MEETING DATE(S)

Planning & Zoning Commission: July 25, 2023

City Council: August 7, 2023

CAPTION

Consider approval of a request by Steve Wilson, Pro Built Texas, for a Replat of Block 14, Parts of Lots 5 and 6 of the Old Town Waxahachie Addition, to create Lot 5B-R, Old Town Waxahachie Addition, 1 Non-residential Lot, being 0.107 acres, located at the northwest corner of East Jefferson Street and South Jackson Street (Property ID 170438) – Owner: RICHARD SHINPAUGH (SUB-40-2023)

RECOMMENDED MOTION

"I move to approve SUB-40-2023 for a Replat of Block 14, Lot 5B-R of the Old Town Waxahachie Addition and the associated variance request, subject, authorizing the City Council to sign the associated documents accordingly."

ACTION SINCE INITIAL STAFF REPORT

At the Planning and Zoning Commission meeting held on July 25, 2023, the Commission voted 6-0 to recommend approval of case number ZDC-58-2023, subject to staff comments.

APPLICANT REQUEST

The applicant is requesting to replat the subject property into one (1) lot for non-residential use. Also, the applicant is requesting a plat variance from Appendix C – III. Subdivision Design Standards – Section 3.3.a – Easements.

CASE INFORMATION

Applicant: Steve Wilson, Pro Built Texas

Property Owner(s): Richard Shinpaugh

Site Acreage: 0.107 acres

Number of Lots: 1 lot

Number of Dwelling Units: 0 units

Park Land Dedication: N/A

Adequate Public Facilities: Adequate public facilities are available to the subject property.

SUBJECT PROPERTY

General Location: Northwest corner of East Jefferson Street and South Jackson Street

Parcel ID Number(s): 170438

(11)

Current Zoning: Central Area (CA)

Existing Use: Vacant lot

Platting History: The subject property was previously platted as Lots 5B, 5C, 6B, and 6C, Block 14 of Old Town Waxahachie Addition.

Site Aerial:



PLANNING ANALYSIS

The applicant proposes to replat the subject property into one (1) lot for primarily office use. The applicant proposes to dedicate a fifteen-foot (15') by four-foot (4') utility easement located on the northeastern corner of the subject property.

The applicant seeks a variance (Petition for Hardship Waiver) from Appendix C – III. Subdivision Design Standards – Section 3.3.a – Easements. The typical utility easement requirement along the public right-of-way (ROW) is 15'. If the applicant adheres to this requirement, the proposed building will not match the existing zero-lot-line characteristics of the Central Area (CA) zoning district. Staff is supportive of the variance request of the proposed utility easement because the applicant has reached out to Atmos and Oncor to obtain no-objection letters.

RECOMMENDATION

Based on the details provided in this Staff Report and the present status of the documents subject to the request, the Planning Department recommends approval of the replat.

ATTACHED EXHIBITS

1. Replat (Exhibit A)
2. Preliminary Site Plan (Exhibit B)
3. No Objection Letters (Exhibit C)

APPLICANT REQUIREMENTS

1. If approved by City Council, within 30 days the applicant shall provide the Planning Department one revised electronic plan set that incorporates all comments.
2. Once the revised plans are provided, staff will verify all outstanding comments were satisfied.

(11)

- a. If comments were not satisfied, then applicant will be notified to make corrections.
- b. If all comments satisfied, applicant shall provide five signed, hard-copy plats.

CITY REQUIREMENTS FOR PLAT RECORDING AND FILING

A plat shall not be filed with the Ellis County Clerk until:

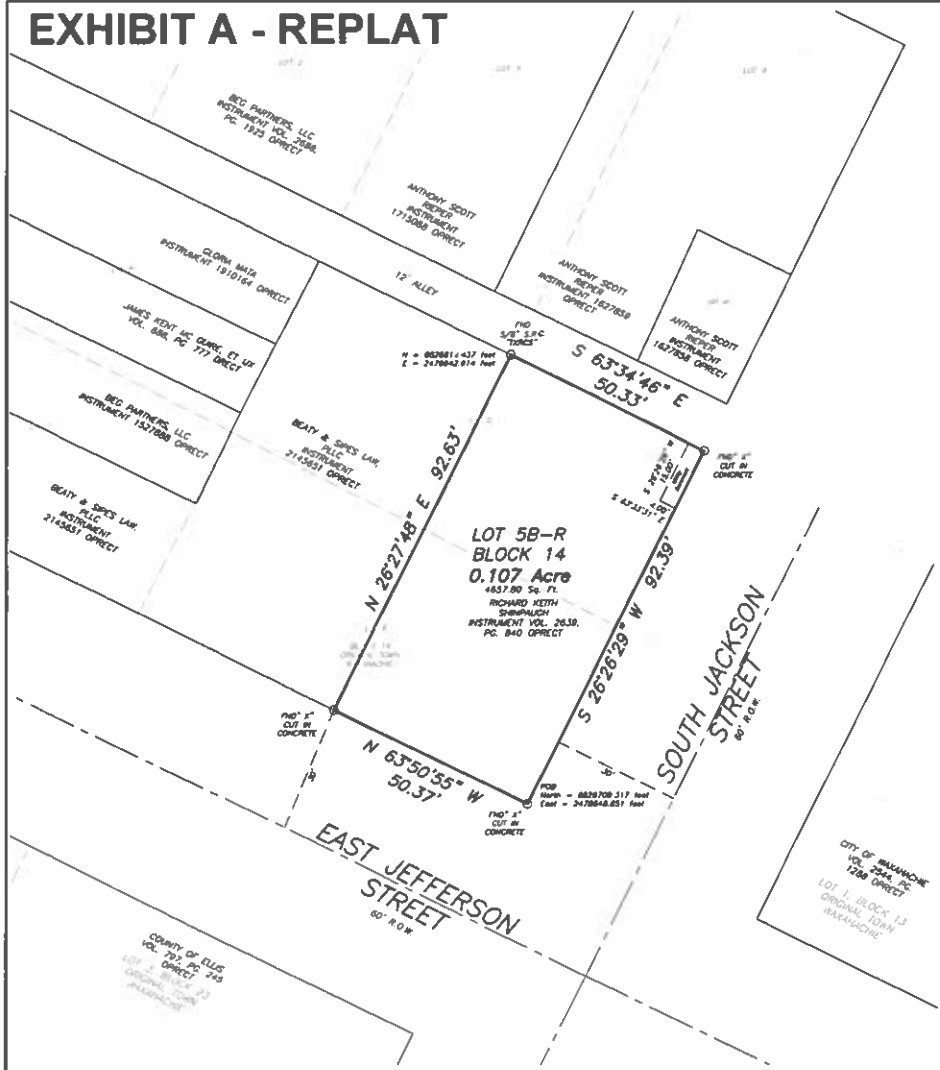
- 1. The applicant has received a letter of acceptance from the Public Works Department confirming all utilities, infrastructure, and other required improvements have been installed, inspected, and accepted by the City.
- 2. The applicant has submitted original copies of the tax certificate(s).
- 3. The applicant has paid the plat filing fees.

STAFF CONTACT INFORMATION

Prepared by:
Oanh Vu
Planner
oanh.vu@waxahachie.com

Reviewed by:
Jennifer Pruitt, AICP, LEED-AP, CNU-A
Senior Director of Planning
jennifer.pruitt@waxahachie.com

EXHIBIT A - REPLAT



STATE OF TEXAS §
 COUNTY OF ELLIS §

KNOW ALL MEN BY THESE PRESENTS §

WHEREAS, RICHARD KEITH SHINPAUGH is the Owner of a tract of land situated in the City of Waxahachie, and being a part of Lots 5, and Lot 6, Block 14 Original Town Addition, Waxahachie, Ellis County, Texas, containing approximately 0.124 acre as conveyed by BRITTANY RAE JOHNSON, and being more particularly described as follows:

BEING a part of Lots 5 and 6, Block 14, Original Town of Waxahachie, Ellis County, Texas, according to the plat thereof recorded in Cabinet A, Slides 13, 14 and 13, Plat Records, Ellis County, Texas (PRECT) and being the tract described in deed from Brittany Rae Johnson to Richard Keith Shinpaugh, recorded in Volume 2639, Page 840, Official Public Records, Ellis County, Texas (OPRECT), and being more particularly described by its metes and bounds as follows:

BEGINNING at a point at the intersection of the northwest right of way line of South Jackson Street with the northeast right of way line of East Jefferson Street on the southeast corner of said Block 14, the southeast corner of said Lot 6, and the southeast corner of said Shinpaugh tract, an "X" cut in concrete found, having surface coordinate values of North = 6826709.317 feet and East = 2478646.851 feet, based on the Texas Coordinate System, North Central Zone (Zone 4202) North American Datum of 1983 and are obtained from observations of Global Positioning System satellites:

THENCE N 63° 50' 55" W, with the southwest line of said Block 14, of said Lot 6, and of said Shinpaugh tract, 50.37 feet to the southwest corner of said Shinpaugh tract and the southeast corner of the 0.177 acre tract described in deed from James R. Jenkins and Pamela J. Jenkins to Beatty & Sipes Law, PLLC, recorded in Instrument Number 2145851, OPRECT, an "X" cut in concrete found,

THENCE N 26°27'48" E, with the northwest line of said Shinpaugh tract and the southeast line of said 0.177 acre tract, 92.63 feet to the northwest corner of said Shinpaugh tract, on the southwest right of way line of 12 foot wide alley and the northeast of said Lot 5, a 5/8 inch steel rod with plastic cap stamped "TXRCS" found;

THENCE S 63°34'46" E, with the northeast line of said Shinpaugh tract and of said Lot 5 and said alley right of way line, 50.33 feet to the northeast corner of said Shinpaugh tract and for said Lot 5, on said Jackson Street right of way line, an "X" cut in concrete found,

THENCE S 26° 26' 29" W, with said Jackson Street right of way line and the southeast line of said Shinpaugh tract, 92.39 feet to the point of beginning and containing approximately 0.107 acre of land.

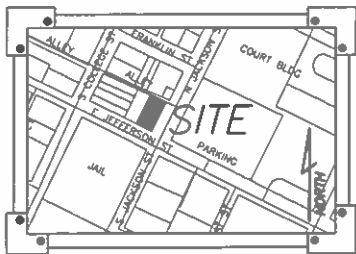
SURVEYOR'S CERTIFICATE

This is to certify that I, Stuart G. Hamilton, a Registered Public Land Surveyor of the State of Texas, have plotted the subdivision hereon from an actual survey on the ground and that all lot corners, angle points, and points of curve have been properly marked on the ground, and that this plat correctly represents that survey made by me.

Preliminary, this document shall not be recorded for any purpose.

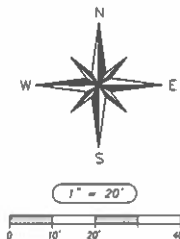
Texas Administrative Code: TITLE 22 PART 29 CHAPTER 683 SUBCHAPTER B RULE §663.18 Certification

Stuart G. Hamilton Date
 Registered Professional Land Surveyor
 Number 4480



LOCATION MAP SCALE: 1" = 250'

| LEGEND | |
|--------|-------------------------|
| ○ | Majority Corner Symbol |
| — | Found |
| S.R.C. | Steel Rod Capset |
| U.C. | Utility Casing |
| P.O.W. | Right of Way |
| P.G.B. | Point of Beginning |
| C/L | Cornerstone |
| B.L. | Building Line |
| OPRECT | Official Public Records |
| PRECT | Ellis County, Texas |
| PRECT | Plat Records |
| PRECT | Ellis County, Texas |
| DIRECT | Deed Records |
| DIRECT | Ellis County, Texas |



OWNER:
 Richard Keith Shinpaugh
 P.O. Box 895
 Waxahachie, Tx. 75168
 214-477-7305
 djocrick@gmail.com

| Revisions | By |
|-----------|----|
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Davis & McDill, LLC
 SURVEYING - LAND PLANNING - FLOODPLAIN MANAGEMENT
 P.O. BOX 428, WAXAHACHIE, TEXAS 75168
 PHONE: 972-938-1185
 A Texas licensed surveying firm # 10194681



| | |
|--------|-----------|
| Date: | 5-10-2023 |
| Scale: | 1" = 20' |
| Drawn: | DWH/SGH |
| Job: | 223-0051 |
| Sheet | 1 |
| of | 2 sheets. |



REPLAT
LOT 5B-R, BLOCK 14
ORIGINAL TOWN OF WAXAHACHIE
0.107 ACRE
 Being a replat of Block 14, Part of Lots 5 & 6
 of the Original Town of Waxahachie,
 An Addition to the City of Waxahachie
 Zoning: CA
 1 Commercial Lot
 Case Number: SUB-40-2023

OWNER'S CERTIFICATE

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT I, Richard Keith Shinpaugh, acting herein by and through its duly authorized officers, does hereby adapt this plat designating the herein above described property as REPLAT - TOWN ADDITION, BLOCK 14, LOT 5B-R, an addition to the City of Waxahachie, Texas, and does hereby dedicate, in fee simple, to the public use forever, the streets and alleys shown thereon. The streets and alleys 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 of Waxahachie. 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 Waxahachie's use thereof. The City of Waxahachie 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 Waxahachie 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 Waxahachie, Texas

WITNESS, my hand, this the _____ day of _____, 20_____.

By: **Preliminary, this document shall not be recorded for any purpose.**
 Texas Administrative Code: TITLE 22 PART 29 CHAPTER 663 SUBCHAPTER B RULE §663.18 Certification

Richard Keith Shinpaugh, Owner

STATE OF TEXAS §
 COUNTY OF ELLIS §

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Richard Keith Shinpaugh, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purpose and considerations therein expressed.

Given under my hand and seal of office, this _____ day of _____, 20_____.

Notary _____ My Commission Expires On: _____

WITNESS, my hand, this the _____ day of _____, 20_____.

STATE OF TEXAS:
 COUNTY OF ELLIS:

APPROVED BY: Planning and Zoning Commission City of Waxahachie

By: _____ Date _____
 Chairperson

STATE OF TEXAS:
 COUNTY OF ELLIS:

APPROVED BY: City Council City of Waxahachie

By: _____ Date _____
 Mayor

ATTEST: _____ Date _____

GENERAL NOTES:

- 100-Year Flood Note:
 NO 100-Year Floodplain Per FIRM Map # 48139C0190 F. Zone: X UNSHADED, Dated: June 3, 2013
- Proposed use of this parcel of land will be office space.
- NOTE: Property is in the jurisdiction of the City of Waxahachie, Texas, and is subject to its platting rules and regulations.

DRAINAGE NOTES:

- BLOCKING THE FLOW OF WATER OR CONSTRUCTING IMPROVEMENTS IN THE DRAINAGE EASEMENTS, AND FILLING OR OBSTRUCTION OF THE FLOODWAY IS PROHIBITED.
- THE EXISTING CREEKS OR DRAINAGE CHANNELS TRAVERSING ALONG OR ACROSS THE ADDITION WILL REMAIN AS OPEN CHANNELS AND WILL BE MAINTAINED BY THE INDIVIDUAL OWNERS OF THE LOT OR LOTS THAT ARE TRAVERSED BY OR ADJACENT TO THE DRAINAGE COURSES ALONG OR ACROSS SAID LOTS.
- CITY OF WAXAHACHIE WILL NOT BE RESPONSIBLE FOR THE MAINTENANCE AND OPERATIONS OF SAID DRAINAGE WAYS OR FOR THE CONTROL OF EROSION.
- CITY OF WAXAHACHIE WILL NOT BE RESPONSIBLE FOR ANY DAMAGE, PERSONAL INJURY OR LOSS OF LIFE OR PROPERTY OCCASIONED BY FLOODING OR FLOOD CONDITIONS.

OWNER:
 Richard Keith Shinpaugh
 P.O. Box 895
 Waxahachie, Tx. 75168
 214-477-7305
 djdocrick@gmail.com

**REPLAT
 LOT 5B-R, BLOCK 14
 ORIGINAL TOWN OF WAXAHACHIE
 0.107 ACRE**
 Being a replat of Block 14, Part of Lots 5 & 6
 of the Original Town of Waxahachie,
 City of Waxahachie, Ellis County, Texas
 Zoning: CA
 1 Commercial Lot
 Case Number: SUB-40-2023

| Revisions | By |
|-----------|----|
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Davis & McDill, LLC

LAND PLANNING - FLOODPLAIN MANAGEMENT
 SURVEYING - P.O. BOX 428 WAXAHACHIE, TEXAS 75168
 PHONE: 972-938-1185
 A Texas licensed surveying firm # 10164881



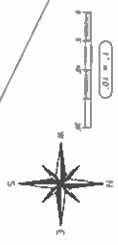
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|-----------------|
| Date: 5-10-2023 |
| Scale: N/A |
| Drawn: DWH/SGH |
| Job: 223-0051 |
| Sheet 2 |
| of 2 sheets. |

(11)

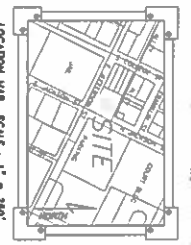
**EXHIBIT B - PRELIMINARY
SITE PLAN**

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| REVISIONS | |
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(11)



- LEGEND**
1. 100' Year Flood Zone
 2. 500' Year Flood Zone
 3. 1000' Year Flood Zone
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 48. 500' Year Flood Zone
 49. 1000' Year Flood Zone
 50. 500' Year Flood Zone



PRELIMINARY SITE PLAN
LOT 5B-R, BLOCK 14
ORIGINAL TOWN OF WAXAHACHIE
0.107 ACRE

Being a part of Block 14, Part of Lots 5 & 6
of the Original Town of Waxahachie,
City of Waxahachie, Ellis County, Texas

Zoning: CA
1 Commercial Lot
Case Number: SUB-40-2023



Davis & McDill, LLC

SURVEYING - LAND PLANNING - FLOODPLAIN MANAGEMENT
P.O. BOX 435 WAXAHACHIE, TEXAS 75168
PHONE: 972-936-1185
A Texas Licensed Surveying Firm # 10154681

Date: 8-15-2023
Scale: 1" = 10'
Drawn: DMW
Job: 223-0051P
Sheet: 1
of 2 sheets

EXHIBIT C - NO OBJECTION LETTER

(11)



March 17, 2023

Re:

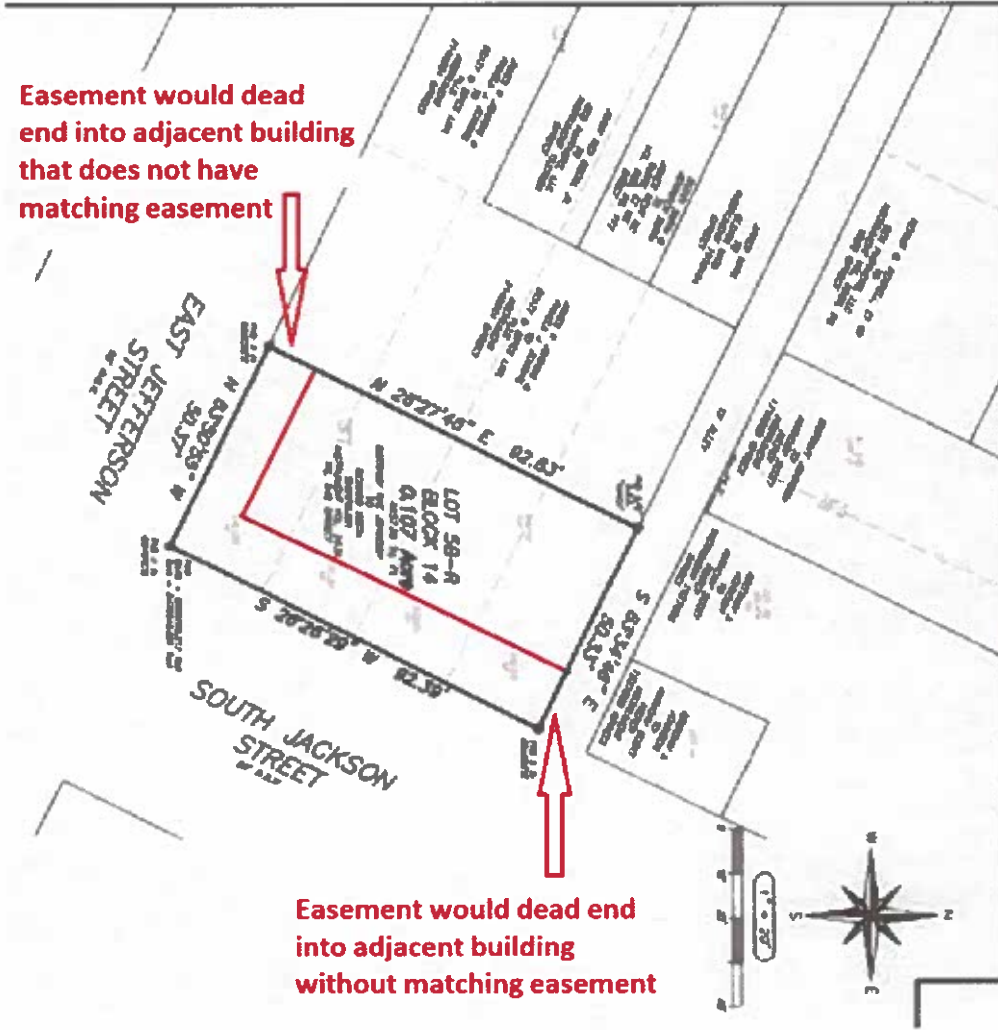
Replat of Lot 5B-R, Block 14
City of Waxahachie, Ellis County, Texas

Atmos Energy has no objection for the reduction of the 15' utility easement along S Jackson and E Jefferson, as noted on the attached exhibit. Atmos Energy Corporation has active facilities within the ROW of E Jefferson. To have those facilities located please call 811.

If I can be of further assistance, please contact me at 214-202-5761.

Sincerely,
T.J. Hunter
Sr. Project Specialist

(11)



Easement would dead end into adjacent building that does not have matching easement

Easement would dead end into adjacent building without matching easement

Waxahachie ordinance requires all lots being replatted are required to place a 15' easement along any road along the property. There hasn't been an office buildings built in downtown in numerous decades, and these lots were not considered in the ordinance. We are having to request a variance from this ordinance so we don't have easements that dead end into other buildings which DO NOT have matching easements, rendering them useless. NONE of the buildings in downtown Waxahachie have these 15' easements.

EXHIBIT C - NO OBJECTION LETTER

(11)

From: Steve Wilson <probuilttexas@gmail.com>
Sent: Friday, July 14, 2023 11:41 AM
To: Vu, Oanh; Rick Shinpaugh
Subject: Fwd: City of Waxahachie ROW abandonment request at 153 Lakeshore Dr., City of Waxahachie, Ellis County, TX

Oncor, no objection

----- Forwarded message -----

From: Bradford, Kerric <Kerric.Bradford@oncor.com>
Date: Fri, Jul 14, 2023 at 11:30 AM
Subject: Fwd: City of Waxahachie ROW abandonment request at 153 Lakeshore Dr., City of Waxahachie, Ellis County, TX
To: Steve Wilson <probuilttexas@gmail.com>

Oncor had no objections to this request.

Thanks,

Kerric

Begin forwarded message:

From: "Thomas, Jim" <Jimmy.Thomas3@oncor.com>
Date: July 14, 2023 at 11:04:47 AM CDT
To: "Bradford, Kerric" <Kerric.Bradford@oncor.com>
Cc: "Lilley, Ryan" <Ryan.Lilley@oncor.com>, "Henning, Monica" <monica.henning@oncor.com>, "Lein, Margaret" <Margaret.Lein@oncor.com>
Subject: City of Waxahachie ROW abandonment

From: Bradford, Kerric <Kerric.Bradford@oncor.com>
Sent: Friday, July 14, 2023 8:27 AM
To: Thomas, Jim <Jimmy.Thomas3@oncor.com>
Cc: Lilley, Ryan <Ryan.Lilley@oncor.com>;

On Jul 6, 2023, at 2:02 PM, Lilley, Ryan <Ryan.Lilley@oncor.com> wrote:

Jim or Monica,

(11)

The PMDS group has no objections to the request.

Ryan Lilley

Oncor | PMDS

Design Supervisor WAX, DES, TER

Cell: 469.207.4844

My Manager: Jeff Key

Cell: 903.647.1096 Email: jeffrey.key@oncor.com

From: Hobbs, Kita <Eakita.Hobbs@oncor.com>
Sent: Thursday, July 6, 2023 1:30 PM
To: Lilley, Ryan <Ryan.Lilley@oncor.com>; Thomas, Jim <Jimmy.Thomas3@oncor.com>
Cc: Bradford, Kerric <Kerric.Bradford@oncor.com>
Subject: RE: Oncor Contact

Good Afternoon,

Per our previous discussions, please see the attached request.

Thanks!

(11)

Kita M. Hobbs

Kita M. Hobbs

Area Manager

Oncor I Customer Service

14400 Josey Lane

Farmers Branch, TX 75234

Office: 972.888.1320

Cell: [682.774.4399](tel:682.774.4399)

Oncor Outage Number: [888.313.4747](tel:888.313.4747)

<http://www.oncor.com>

Good Afternoon Gentlemen,

Please see the below request and advise.

I need a "will service" and "no objection" letter. The no objection is because we are not doing a 15' easement along Jefferson and Jackson Streets, because NO other surrounding buildings have matching easements, so the easements would dead end into other buildings, and of course, cut our lot to an unusable size because of the dead end easements. The replatting rules in Waxahachie state that all lots have to have 15' easements along the streets, but the downtown district was never considered in the new changes because there hasn't been new offices built in the "Downtown District", in 80 years.

Any questions, call Steve Wilson at 972-333-0713

Let me know if you have any questions.

(11)

Thanks!

Kita M. Hobbs

Kita M. Hobbs

Area Manager

Oncor | Customer Service

14400 Josey Lane

Farmers Branch, TX 75234

Office: 972.888.1320

Cell: [682.774.4399](tel:682.774.4399)

Oncor Outage Number: [888.313.4747](tel:888.313.4747)

<http://www.oncor.com>

<image001.jpg>

From: Steve Wilson <probuilttexas@gmail.com>

Sent: Wednesday, June 14, 2023 3:27 PM

To: Hobbs, Kita <Eakita.Hobbs@oncor.com>

Subject: Re: Oncor Contact

WARNING: This email message did not originate from Oncor and is from an external organization. **DO NOT CLICK** links or attachments unless you recognize the sender and are certain the content is safe.

(11)

I need a "will service" and "no objection" letter. The no objection is because we are not doing a 15' easement along Jefferson and Jackson Streets, because NO other surrounding buildings have matching easements, so the easements would dead end into other buildings, and of course, cut our lot to an unusable size because of the dead end easements. The replatting rules in Waxahachie state that all lots have to have 15' easements along the streets, but the downtown district was never considered in the new changes because there hasn't been new offices built in the "Downtown District", in 80 years.

Any questions, call Steve Wilson at 972-333-0713

Thanks

On Wed, Jun 14, 2023 at 3:25 PM Hobbs, Kita
<Eakita.Hobbs@oncor.com> wrote:

Steve,

Thanks for reaching out to me. Per our discussion, please send over the information and I will work with my ROW Department for review.

My contact information is listed below for your reference.

Thanks!

Kita M. Hobbs

Kita M. Hobbs

Area Manager

Oncor | Customer Service

14400 Josey Lane

(11)

Farmers Branch, TX 75234

Office: 972.888.1320

Cell: [682.774.4399](tel:682.774.4399)

Oncor Outage Number: [888.313.4747](tel:888.313.4747)

<http://www.oncor.com>

<image001.jpg>

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<mime-attachment>

Confidentiality Notice: This email message, including any attachments, contains or may contain confidential information intended only for the addressee. If you are not an intended recipient of this message, be advised that any reading, dissemination, forwarding, printing, copying or other use of this message or its attachments is strictly prohibited. If you have received this message in error, please notify the sender immediately by reply message and delete this email message and any attachments from your system.

Planning & Zoning Department

Plat Staff Report

Case: SUB-91-2023



MEETING DATE(S)

City Council:

August 7, 2023

CAPTION

Consider a request by Liliana Soto, The Nehemiah Company, for **Plat Extension** of Ridge Crossing, being 51.51 acres, located directly south of 601 Ovilla Road, situated in the William C. Tunnell Survey, Abstract 1080, an addition to the City of Waxahachie (Property ID: 191627) – Owner: JDS Ovilla Road, LLC (SUB-91-2023, originally SUB-118-2021) Staff: Zack King

RECOMMENDED MOTION

"I move to approve a one-year plat extension to August 24, 2024 for SUB-91-2023 also known as SUB-118-2021, a Plat of Ridge Crossing.

APPLICANT REQUEST

The applicant requests a plat extension for Ridge Crossing, a 51-acre plat for 128 single-family residential lots and 6 open space lots. The Planning & Zoning Commission approved the plat on August 24, 2021, under case number SUB-118-2021. The plat approval is due to expire on August 24, 2023. Due to this, the applicant is requesting a plat extension for one (1) additional year.

CASE INFORMATION

Applicant:

Liliana Soto, The Nehemiah Company

Property Owner(s):

JDS Ovilla Road, LLC

Site Acreage:

51.51 acres

Number of Lots:

134 lots

Number of Dwelling Units:

128 units

Park Land Dedication:

Park land is proposed to be dedicated with a future phase, as per the Planned Development (PD) zoning in place for the site.

Adequate Public Facilities:

Adequate public facilities are available to the site via the extension of City water and sewer infrastructure.

SUBJECT PROPERTY

General Location:

Directly south of 601 Ovilla Road

Parcel ID Number(s):

191627

Current Zoning:

Planned Development-Single Family- 3 (PD-SF-3, Ord. 3061)

Existing Use:

The subject property is currently undeveloped.

Platting History:

The property is a portion of the William C. Tunnel Survey, Abstract 1080.

Site Aerial:



PLANNING ANALYSIS

The applicant proposes a plat extension for Ridge Crossing, a 51-acre plat for 128 single-family residential lots and 6 open space lots. The Planning & Zoning Commission approved the plat with conditions on August 24, 2021, under case number SUB-118-2021. The conditions added to the approval required the applicant to add the recording information for all offsite easements to the plat, prior to filing. At the time of this report, the recording information for these offsite easements has not been provided. The plat approval is due to expire on August 24, 2023. Due to this, the applicant is requesting a plat extension for one (1) additional year. The civil construction plans were approved by the Public Works and Engineering Department on January 14th, 2022. The applicant will be unable to complete the construction of the approved public improvements prior to the plat expiration date of August 24, 2023. The applicant expects to be able to complete the public improvements by August 24, 2024.

RECOMMENDATION

Based on the details provided in this Staff Report and the present status of the documents subject to the request, staff recommends approval of the one-year Plat Extension request.

ATTACHED EXHIBITS

1. Plat
2. Plat Extension Letter

CITY REQUIREMENTS FOR PLAT RECORDING AND FILING

A plat shall not be filed with the Ellis County Clerk until:

1. All utilities, infrastructure, and other required improvements have been installed and a letter of acceptance associated with the utilities and infrastructure installation has been received from the Public Works Department;
2. A drainage study has been conducted and/or a traffic impact analysis has been conducted as required by the City's Subdivision ordinance.

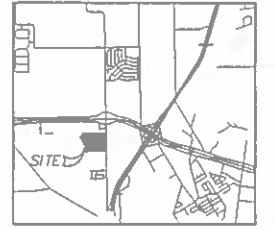
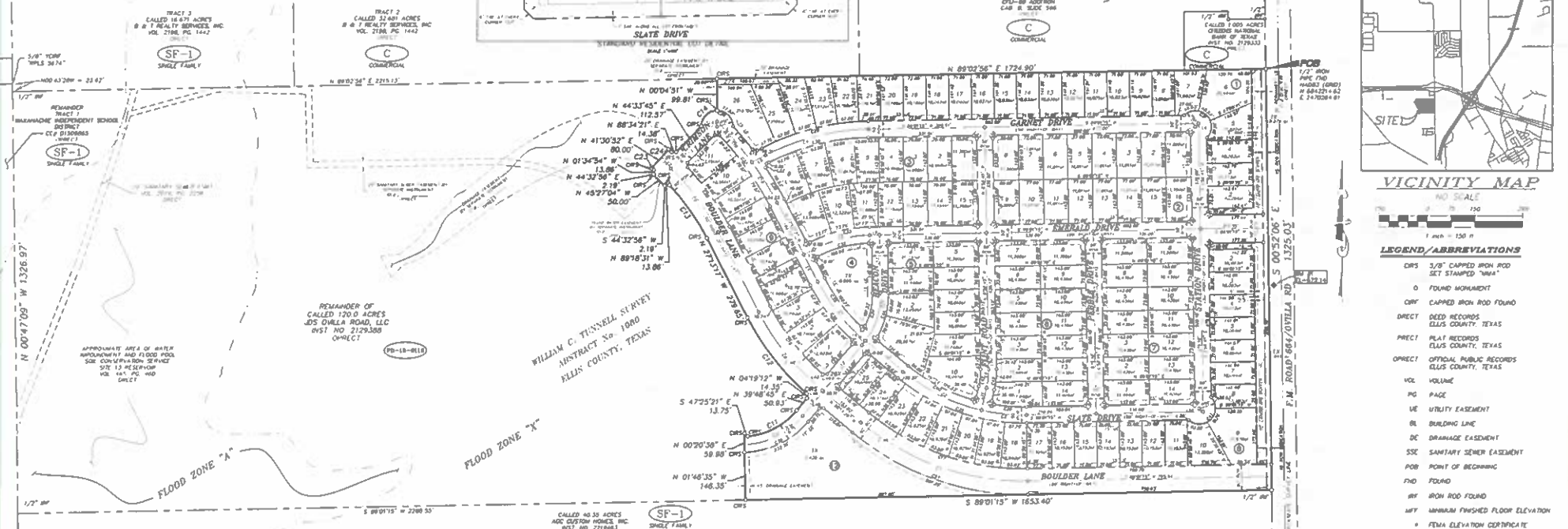
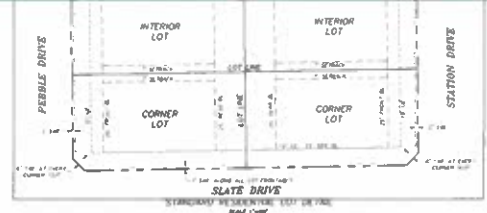
STAFF CONTACT INFORMATION

Prepared by:
 Zack King, AICP
 Senior Planner
zking@waxahachie.com

Reviewed by:
 Jennifer Pruitt, AICP, LEED-AP, CNU-A
 Senior Director of Planning
jennifer.pruitt@waxahachie.com

FLOODPLAN STATEMENT:

BY SCALED MAP LOCATION, THE SUBJECT PROPERTY IS LOCATED IN ZONE "A" AREAS DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOODPLAIN AND SHADY FLOODWAY ZONE "A". AREAS SUBJECT TO INUNDATION BY THE 1-PERCENT-ANNUAL-CHANCE FLOOD EVENT GENERALLY DETERMINED USING APPROXIMATE METHODOLOGIES, ACCORDING TO THE FLOOD INSURANCE RATE MAP, MAP NO. 48139C0235F AND 48139C0190F, BOTH EFFECTIVE DATE JUNE 3, 2013. THE SURVEYOR OFFERS NO OPINION AS TO THE FLOOD POTENTIAL OF THE SUBJECT PROPERTY.



VICINITY MAP

NO SCALE
1 inch = 150 ft

LEGEND/ABBREVIATIONS

- CRS 3/8" CAPPED IRON ROD SET STAMPED "MMA"
- O FOUND MONUMENT
- CRF CAPPED IRON ROD FOUND
- DRECT DEED RECORDS ELLIS COUNTY, TEXAS
- PRECT PLAT RECORDS ELLIS COUNTY, TEXAS
- OPRECT OFFICIAL PUBLIC RECORDS ELLIS COUNTY, TEXAS
- VOL VOLUME
- PG PAGE
- VE UTILITY EASEMENT
- BL BUILDING LINE
- DE DRAINAGE EASEMENT
- SSE SANITARY SEWER EASEMENT
- POB POINT OF BEGINNING
- FND FOUND
- IRF IRON ROD FOUND
- MFF MINIMUM FINISHED FLOOR ELEVATION
- FEVA ELEVATION CERTIFICATE NOT REQUIRED
- WEST HO COUNTY CLERK'S INSTRUMENT NUMBER
- SME SIDEWALK EASEMENT
- ME MAINTENANCE EASEMENT
- MWE WALL MAINTENANCE EASEMENT

EXHIBIT BENCHMARK

BM 61 - THE CITY MONUMENT IS A 3" x 3" ALUMINUM DISK IN CONCRETE, SET ON THE SOUTHEAST CORNER OF A STORM DRAIN WILET, LOCATED ON THE WEST SIDE OF S. ROGERS ST. THE STORM DRAIN IS APPROXIMATELY 137' NORTH OF THE INTERSECTION OF S. COLLEGE ST AND S. ROGERS ST. ELEV = 531.94
TRADE'S TRIANGULAR
 N 6826147.33
 E 2477814.16

EXHIBIT C BENCHMARK

BM 62 - 4" x 4" CITY IN SQUARE ON CONCRETE HEADWALL LOCATED BY THE WEST RIGHT-OF-WAY OF FM 644 (AKA OYLA ROAD), APPROXIMATELY 1050' SOUTH OF THE INTERSECTION OF FM 644 AND SHALLOW DR. BENCHMARK IS APPROXIMATELY 88' NORTHEAST OF A POWER POLE IN THE WEST RIGHT-OF-WAY OF FM 644. ELEV = 672.14
TRADE'S TRIANGULAR
 N 6841533.58
 E 2470290.49

| LINE | BEARING | DISTANCE | LINE | BEARING | DISTANCE | LINE | BEARING | DISTANCE |
|------|-------------|----------|------|-------------|----------|------|-------------|----------|
| L1 | N 271317" W | 84.89 | L21 | S 721142" E | 14.15 | L41 | N 021232" W | 14.14 |
| L2 | N 581616" W | 154.28 | L22 | S 142936" W | 12.28 | L42 | S 454876" W | 13.97 |
| L3 | N 443345" E | 208.00 | L23 | N 453845" W | 14.14 | L43 | N 002446" E | 14.28 |
| L4 | S 082837" E | 18.27 | L24 | N 881291" E | 12.18 | L44 | N 882438" E | 15.33 |
| L5 | S 624832" E | 47.58 | L25 | S 174818" W | 14.14 | L45 | S 040074" E | 14.42 |
| L6 | S 441815" W | 15.00 | L26 | N 482322" W | 14.12 | L46 | N 901420" W | 3.82 |
| L7 | S 624832" E | 35.84 | L27 | N 482322" E | 13.78 | L47 | N 271317" W | 278.63 |
| L8 | N 081715" W | 30.51 | L28 | S 084158" E | 15.28 | L48 | N 844708" W | 14.15 |
| L9 | N 364845" E | 100.68 | L29 | S 441815" W | 14.14 | | | |
| L10 | N 490017" W | 16.37 | L30 | N 453845" W | 14.14 | | | |
| L11 | N 125158" E | 72.04 | L31 | N 441815" E | 14.14 | | | |
| L12 | N 364845" E | 180.81 | L32 | S 333810" E | 13.78 | | | |
| L13 | N 005845" E | 181.02 | L33 | S 441815" W | 14.14 | | | |
| L14 | S 453845" E | 14.14 | L34 | N 453845" W | 14.14 | | | |
| L15 | S 771442" E | 15.34 | L35 | N 441815" W | 14.14 | | | |
| L16 | S 441815" W | 14.14 | L36 | N 453845" W | 14.14 | | | |
| L17 | N 125158" E | 14.14 | L37 | N 441815" E | 14.14 | | | |
| L18 | N 441815" E | 14.14 | L38 | S 453845" E | 14.14 | | | |
| L19 | S 453845" E | 14.14 | L39 | N 441815" E | 14.14 | | | |
| L20 | N 441815" E | 14.14 | L40 | N 844708" E | 14.15 | | | |

| CURVE | RADIUS | ARC LENGTH | DELTA ANGLE | CHORD BEARING | CHORD LENGTH |
|-------|----------|------------|-------------|---------------|--------------|
| C1 | 582.00' | 24.21' | 22.20° 43" | S 283538" E | 239.35' |
| C2 | 582.00' | 277.88' | 28.33° 34" | S 634113" E | 275.32' |
| C3 | 582.00' | 142.05' | 17.50° 43" | S 844324" E | 142.71' |
| C4 | 736.00' | 538.42' | 28° 11' 23" | S 755533" W | 533.56' |
| C5 | 400.00' | 182.84' | 28° 11' 23" | S 755533" W | 181.25' |
| C6 | 258.00' | 40.41' | 13.50° 43" | N 020826" E | 40.26' |
| C7 | 800.00' | 848.81' | 40° 14' 17" | N 702837" W | 508.90' |
| C8 | 800.00' | 326.42' | 23.10° 17" | N 584333" W | 319.24' |
| C9 | 800.00' | 254.53' | 18° 13' 48" | N 362010" W | 253.44' |
| C10 | 238.00' | 219.31' | 48° 11' 28" | N 412444" E | 204.16' |
| C11 | 223.00' | 170.05' | 45° 20' 25" | N 622858" E | 173.44' |
| C12 | 840.00' | 207.20' | 20° 32' 28" | N 374000" W | 304.58' |
| C13 | 760.00' | 308.81' | 15° 25' 28" | N 381811" W | 308.17' |
| C14 | 30.00' | 77.30' | 88° 34' 38" | N 433750" E | 69.83' |
| C15 | 258.00' | 11.12' | 3° 35' 22" | N 371700" E | 11.11' |
| C16 | 1008.00' | 188.84' | 8° 35' 30" | N 462837" W | 188.84' |
| C17 | 760.00' | 340.37' | 40° 14' 17" | N 702837" W | 329.06' |
| C18 | 1008.00' | 191.82' | 8° 37' 48" | N 373210" W | 191.82' |
| C19 | 760.00' | 274.20' | 20° 40' 18" | N 373228" W | 272.72' |
| C20 | 840.00' | 222.24' | 15° 50' 28" | N 335831" W | 231.51' |
| C21 | 258.00' | 180.87' | 34° 52' 08" | N 172718" E | 158.11' |
| C22 | 808.00' | 45.40' | 3° 15' 06" | N 478438" W | 45.38' |
| C23 | 760.00' | 8.27' | 0° 37' 24" | N 482408" W | 8.27' |
| C24 | 840.00' | 12.52' | 0° 51' 18" | N 482434" E | 12.52' |
| C25 | 817.00' | 438.88' | 40° 14' 17" | S 702837" E | 429.51' |

| CURVE | RADIUS | ARC LENGTH | DELTA ANGLE | CHORD BEARING | CHORD LENGTH |
|-------|----------|------------|--------------|---------------|--------------|
| C26 | 587.00' | 102.61' | 30° 18' 29" | S 854933" E | 101.87' |
| C27 | 848.00' | 587.25' | 40° 04' 17" | N 703837" W | 584.75' |
| C28 | 587.00' | 152.27' | 17° 55' 40" | S 894818" E | 89.88' |
| C29 | 781.00' | 341.62' | 28° 11' 23" | N 752823" E | 344.83' |
| C30 | 719.00' | 333.88' | 28° 51' 37" | S 753441" W | 338.81' |
| C31 | 587.00' | 159.37' | 17° 10' 58" | S 453845" E | 160.00' |
| C32 | 378.00' | 188.87' | 25° 30' 15" | S 732438" W | 185.55' |
| C33 | 435.00' | 194.27' | 28° 11' 23" | N 753833" E | 192.58' |
| C34 | 225.00' | 102.32' | 27° 18' 38" | N 124704" E | 104.30' |
| C35 | 587.00' | 182.77' | 18° 26' 45" | S 383738" E | 181.64' |
| C36 | 1033.00' | 54.88' | 5° 15' 47" | S 407447" E | 84.88' |
| C37 | 843.00' | 277.71' | 18° 11' 12" | S 351638" E | 278.78' |
| C38 | 278.00' | 232.36' | 48° 24' 40" | S 840105" W | 225.51' |
| C39 | 817.00' | 218.88' | 20° 08' 25" | S 271729" E | 215.77' |
| C40 | 387.00' | 231.12' | 23° 21' 18" | S 813828" E | 229.53' |
| C41 | 30.00' | 153.79' | 178° 14' 04" | N 451221" E | 88.85' |
| C42 | 223.00' | 54.37' | 13° 50' 43" | N 053828" E | 54.24' |
| C43 | 273.00' | 86.45' | 13° 50' 43" | S 053828" W | 66.29' |
| C44 | 273.00' | 143.48' | 29° 53' 42" | S 135828" W | 141.84' |

GENERAL NOTES

1. A DRAINAGE UTILITY EASEMENT (DUE) IS ONLY REQUIRED AS NECESSARY, TO SHOW ANY EXISTING / FUTURE EASEMENTS OR DRAINAGE EASEMENTS TO HELP WITH THE FLOW OF WATER OR PLACEMENT OF EASEMENTS.
2. THE CITY OF WAXAHACHIE WILL NOT BE RESPONSIBLE FOR THE MAINTENANCE OF DRAINAGE EASEMENTS OR DETENTION AREAS.
3. BENCHMARKS AND COORDINATES ARE GRID BASED ON THE TEXAS COORDINATE SYSTEM OF 1982, NORTH CENTRAL ZONE (2011) AS DETERMINED BY GPS OBSERVATIONS. THE CONVERGENCE ANGLE AT THE POINT OF BEGINNING IS 0°53'11". ALL DISTANCES HAVE BEEN ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.00008343722.
4. MDA WILL BE RESPONSIBLE FOR MAINTAINING ALL OPEN SPACE LOTS AND SCREENING.
5. MDA WILL BE RESPONSIBLE FOR MAINTAINING THE MAINTENANCE EASEMENTS.
6. UPON COMPLETION OF STREET AND UTILITY CONSTRUCTION AND GRADING WORK, 3/8" IRON RODS WITH CAPS STAMPED "MMA" SHALL BE SET AT ALL LOT CORNERS AND POINTS OF CURVATURE. REFERENCE MONUMENTS WILL BE PLACED WHERE SCREENING WALL IS ON LOT LINE.

RIDGE CROSSING

SITUATED IN THE WILLIAM C. TUNNELL SURVEY ABSTRACT NO. 1080 CITY OF WAXAHACHIE, ELLIS COUNTY, TEXAS 51.508 ACRES SUB-118-2 OPEN

128 RESIDENTIAL LOTS, 7 OPEN SPACE LOTS

JULY 2023

ZONING PD-18-0110 SURVEYOR/ENGINEER



OWNER/DEVELOPER
 JDS OYLA ROAD LLC
 2201 E LAMAR BLVD STE. 115
 ARLINGTON, TX 76008
 TEL: (202) 389-8304
 CONTACT: ALEX BETLEY
 ABETLEY@THEYECOM

THIS PLAT IS FILED IN DOCUMENT # _____ CORRECT DATE: _____

(12)

STATE OF TEXAS §
COUNTY OF ELLIS §

WHEREAS, JDS OVILLA ROAD LLC IS THE SOLE OWNER OF A 51.508 ACRE (2,242,000 SQUARE FOOT) TRACT OF LAND SITUATED IN THE WILLIAM C. TUNNELL SURVEY, ABSTRACT NO. 1080, ELLIS COUNTY, TEXAS AND BEING PART OF A CALLED 120.0 ACRE TRACT OF LAND CONVEYED TO JDS OVILLA ROAD, LLC BY A ONE PLUS INVESTMENT GROUP, LLC, AS RECORDED IN COUNTY CLERK'S INSTRUMENT NO. 2129388, OFFICIAL PUBLIC RECORDS, ELLIS COUNTY, TEXAS, SAID 51.508 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

(BEARINGS AND COORDINATES ARE GRID BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, NORTH CENTRAL ZONE, AS DETERMINED BY GPS OBSERVATIONS THE CONVERGENCE ANGLE AT THE POINT OF BEGINNING IS 053731". ALL DISTANCES HAVE BEEN ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.00009353722.)

BEGINNING AT A 1/2" IRON PIPE FOUND FOR THE COMMON NORTHEAST CORNER OF SAID 120.0 ACRE TRACT AND THE SOUTHWEST CORNER OF A CALLED 1.005 ACRE TRACT OF LAND DESCRIBED IN DEED TO CITIZENS NATIONAL BANK OF TEXAS, AS RECORDED IN COUNTY CLERK'S INSTRUMENT NO. 2129333 OF SAID OFFICIAL PUBLIC RECORDS, AND BEING IN THE WEST RIGHT-OF-WAY LINE OF FARM TO MARKET ROAD 664, (AN 80 FOOT RIGHT-OF-WAY ALSO KNOWN AS OVILLA ROAD, VOL. 393, PG. 495 OF SAID DEED RECORDS).

THENCE, SOUTH 00°52'06" EAST, WITH THE COMMON EAST BOUNDARY LINE OF SAID 130.0 ACRE TRACT AND SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 1325.93 FEET TO A 1/2" IRON ROD FOUND FOR THE COMMON SOUTHEAST CORNER OF SAID 120.0 ACRE TRACT AND THE NORTHEAST CORNER OF A CALLED 40.35 ACRE TRACT OF LAND DESCRIBED IN DEED TO AGC UTILITY HOMES, INC. AS RECORDED IN COUNTY CLERK'S INSTRUMENT NO. 2219443 OF SAID OFFICIAL PUBLIC RECORDS,

THENCE, SOUTH 89°11'21" WEST, WITH THE COMMON SOUTH BOUNDARY LINE OF SAID 120.0 ACRE TRACT AND THE NORTH BOUNDARY LINE OF SAID 40.35 ACRE TRACT, A DISTANCE OF 1633.40 TO A 5/8" YELLOW PLASTIC CAPPED IRON ROD SET STAMPED 3444 (HEREINAFTER CALLED 5/8" IRON ROD SET);

THENCE OVER AND ACROSS SAID 120.0 ACRE TRACT THE FOLLOWING TWENTY-ONE (21) COURSES AND DISTANCES

NORTH 01°46'35" WEST, A DISTANCE OF 146.35 FEET TO A 5/8" IRON ROD SET.

NORTH 00°20'38" EAST, A DISTANCE OF 39.96 FEET TO A 5/8" IRON ROD SET.

SOUTH 47°25'21" EAST, A DISTANCE OF 13.75 FEET TO A 5/8" IRON ROD SET FOR THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 225.00 FEET, A DELTA ANGLE OF 45°20'25" AND A LONG CHORD BEARING AND DISTANCE OF NORTH 62°28'58" EAST 173.44 FEET

NORTHEASTERLY, WITH SAID NON-TANGENT CURVE TO THE LEFT AN ARC DISTANCE OF 178.05 FEET TO A 5/8" IRON ROD SET.

NORTH 38°48'45" EAST, A DISTANCE OF 50.93 FEET TO A 5/8" IRON ROD SET.

NORTH 04°19'12" WEST, A DISTANCE OF 14.35 FEET TO A 5/8" IRON ROD SET FOR THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 840.00 FEET, A DELTA ANGLE OF 205°53'26" AND A LONG CHORD BEARING AND DISTANCE OF NORTH 37°40'00" WEST, 304.58 FEET

NORTHWESTERLY, WITH SAID NON-TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 306.27 FEET TO A 5/8" IRON ROD SET.

NORTH 27°13'17" WEST, A DISTANCE OF 279.65 FEET TO A 5/8" IRON ROD SET FOR THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 760.00 FEET, A DELTA ANGLE OF 153°35'29" AND A LONG CHORD BEARING AND DISTANCE OF NORTH 35°01'01" WEST, 206.17 FEET.

NORTHWESTERLY, WITH SAID TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 206.81 FEET TO A 5/8" IRON ROD SET.

NORTH 68°18'31" WEST, A DISTANCE OF 13.86 FEET TO A 5/8" IRON ROD SET.

SOUTH 44°32'36" WEST, A DISTANCE OF 2.19 FEET TO A 5/8" IRON ROD SET.

NORTH 45°27'04" WEST, A DISTANCE OF 50.00 FEET TO A 5/8" IRON ROD SET.

NORTH 44°32'36" EAST, A DISTANCE OF 2.19 FEET TO A 5/8" IRON ROD SET.

NORTH 01°34'54" WEST, A DISTANCE OF 13.86 FEET TO A 5/8" IRON ROD SET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 760.00 FEET, A DELTA ANGLE OF 00°37'24" AND A LONG CHORD BEARING AND DISTANCE OF NORTH 48°24'08" WEST, 8.27 FEET.

NORTHWESTERLY, WITH SAID NON-TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 8.27 FEET TO A 5/8" IRON ROD SET, AND

NORTH 41°30'52" EAST, A DISTANCE OF 80.00 FEET TO A 5/8" IRON ROD SET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 840 FEET, A DELTA ANGLE OF 00°51'15" AND A LONG CHORD BEARING AND DISTANCE OF SOUTH 48°15'34" EAST, 12.52 FEET.

SOUTHEASTERLY, WITH SAID NON-TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 12.52 FEET TO A 5/8" IRON ROD SET, AND,

NORTH 88°34'21" EAST, A DISTANCE OF 14.38 FEET TO A 5/8" IRON ROD SET.

NORTH 44°33'45" EAST, A DISTANCE OF 112.57 FEET TO A 5/8" IRON ROD SET FOR THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 30.00 FEET, A DELTA ANGLE OF 88°34'39" AND A LONG CHORD BEARING AND DISTANCE OF NORTH 45°37'50" EAST, 69.83 FEET.

NORTHEASTERLY, WITH SAID NON-TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 77.30 FEET TO A 5/8" IRON ROD SET, AND

N 00°04'51" WEST, A DISTANCE OF 99.81 FEET TO A 5/8" IRON ROD SET IN THE COMMON NORTH BOUNDARY LINE OF THE AFORESAID 319.643 ACRE TRACT AND THE SOUTH BOUNDARY LINE OF A CALLED 37.891 ACRE TRACT CALLED TRACT 2 DESCRIBED IN DEED TO B & T REALTY SERVICES AS RECORDED IN VOLUME 2198, PAGE 1442 OF SAID DEED RECORDS.

THENCE, NORTH 89°12'56" EAST, WITH SAID COMMON LINE, PASSING A POINT FOR THE COMMON SOUTHWEST CORNER OF SAID 37.891 ACRE TRACT AND THE SOUTHWEST CORNER OF LOT 1, BLOCK B, 1970-88 ADDITION, AN ADDITION TO THE CITY OF WAXAHACHE AS SHOWN ON THE PLAT RECORDED IN CABINET B, SLIDE 596, PLAT RECORDS, ELLIS COUNTY, TEXAS, CONTINUING WITH COMMON NORTH BOUNDARY LINE OF SAID 120.0 ACRE TRACT AND THE SOUTH BOUNDARY LINE OF SAID LOT 1, PASSING A POINT FOR THE COMMON SOUTHWEST CORNER OF SAID LOT 1 AND THE SOUTHWEST CORNER OF THE AFORESAID 1.005 ACRE TRACT, CONTINUING WITH THE COMMON NORTH BOUNDARY LINE OF SAID 120.0 ACRE TRACT AND THE SOUTH BOUNDARY LINE OF SAID 1.005 ACRE TRACT, BY ALL A DISTANCE OF 1724.90 FEET TO THE POINT OF BEGINNING AND BEING 51.508 ACRES OR 2,243,691 SQUARE FEET OF LAND, MORE OR LESS.

OWNER'S DEDICATION

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT JDS OVILLA ROAD LLC, ACTING HEREBY BY AND THROUGH ITS DULY AUTHORIZED OFFICERS, DOES HEREBY ADOPT THIS PLAT DESIGNATING THE HEREIN ABOVE DESCRIBED PROPERTY AS RIDGE CROSSING, AN ADDITION TO THE CITY OF WAXAHACHE, TEXAS, AND DOES HEREBY DEDICATE, IN FEE SIMPLE, TO THE PUBLIC USE FOREVER, THE STREETS AND ALLEYS SHOWN THEREON, THE STREETS AND ALLEYS 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 OF WAXAHACHE. 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 WAXAHACHE'S USE THEREOF. THE CITY OF WAXAHACHE 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 WAXAHACHE AND PUBLIC UTILITY ENTITIES SHALL AT ALL TIMES HAVE THE FULL RIGHT OF ACCESS AND EGRESS TO OR FROM THEIR RESPECTIVE EASEMENTS FOR THE PURPOSES 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 PLATING ORDINANCES, RULES, REGULATIONS AND RESOLUTIONS OF THE CITY OF WAXAHACHE, TEXAS.

IN WITNESS MY HAND, THIS THE _____ DAY OF _____ 20____

BY _____

AUTHORIZED SIGNATURE OF OWNER

MICHAEL COX, PRESIDENT

STATE OF TEXAS §
COUNTY OF ELLIS §

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED _____ OWNER, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ DAY OF _____ 2023

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES ON _____

CITY OF WAXAHACHE, TEXAS
PLAT APPROVAL

APPROVED BY PLANNING AND ZONING COMMISSION
CITY OF WAXAHACHE

BY _____ DATE _____
CHAIRPERSON

ATTEST _____ DATE _____

NOTARY STATEMENT

STATE OF TEXAS
COUNTY OF _____

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED _____ KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ DAY OF _____ 20____

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

SURVEYOR'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS

THAT I, TIMOTHY A. HOLL, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN THEREON AS SET WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION IN ACCORDANCE WITH THE SUBORDINATE ORDINANCE OF THE CITY OF WAXAHACHE.

PRELIMINARY

This document shall not be recorded for any purpose and shall not be used or relied upon as a final survey document.

TIMOTHY A. HOLL
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 5658

STATE OF TEXAS
COUNTY OF TARRANT

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED TIMOTHY A. HOLL, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THIS _____ DAY OF _____ 20____

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES _____

PLAT
RIDGE CROSSING
SITUATED IN THE WILLIAM C. TUNNELL SURVEY
ABSTRACT NO. 1080
CITY OF WAXAHACHE, ELLIS COUNTY, TEXAS
51.508 ACRES
SUB-118-2021
128 RESIDENTIAL LOTS, 7 OPEN SPACE LOTS
JULY 2023
ZONING PD-18-0110

OWNER/DEVELOPER

JDS OVILLA ROAD LLC
2201 E. LAMAR BLVD. STE. 115
ARLINGTON, TX 76008
TEL: (281) 389-8304
CONTACT: ALEX BOTTLER
ABOTLER@OVILLA.COM



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encompass.com 10010
817-441-1875
1800-377-8777
encompass.com

SHEET 2 OF 2

THIS PLAT IS FILED IN DOCUMENT # _____ ORECT DATE _____

(12)

(12)



June 19, 2023

Zack King
Senior Planner/Planning Department
City of Waxahachie
401 S. Roger Street
Waxahachie, TX 75168
zking@waxahachie.com

Re: Ridge Crossing Phase Plat Extension Request SUB-118-2021

Dear Mr. King:

On behalf of the developer, The Nehemiah Company is requesting a one-year extension to the preliminary approval of Ridge Crossing, No SUB-118-2021. The preliminary approval for this project expires on August 24, 2023.

Preliminary Plat – Extension of Approval Period

(A) To be given consideration for an extension of the preliminary plat approval period, the subdivider must submit a letter explaining the reasons(s) for requesting an extension.

- 1) Circumstances governing the timing of final plat review have changed beyond the control of the subdivider. **The current economic environment has developed since the preliminary plat approval on this project. Due to this circumstance, the developer requests a one-year extension to the preliminary plat approval.**
- 2) The findings of fact regarding the primary review criteria will still be valid if the extension is granted. **As of the date of this letter, the findings of fact regarding the primary review criteria are still valid if an extension is granted.**
- 3) No significant changes in the subdivision have occurred or are expected to occur within the extension period for the final plat review which would change the evolution of the proposal. **No significant changes in the subdivision have occurred or are expected to occur within the extension period which would change the evaluation of the proposal.**

If you have any questions or require additional information to process this extension request, please contact us. Thank you for your assistance with this phase of the project.

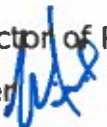
Sincerely,

Liliana Soto
Senior Project Manager

(13)



Memorandum

To: Honorable Mayor and City Council
From: Jennifer Pruitt, Senior Director of Planning
Thru: Michael Scott, City Manager 
Date: August 7, 2023
Re: Sidewalk Waiver for 1612 E Main Street

The property owner of 1612 E Main Street has requested a waiver from construction of a sidewalk, as required by Section 3.5 of the Waxahachie Subdivision Ordinance.

(13)

Planning Department Staff Report



Sidewalk Waiver

MEETING DATE(S)

City Council:

August 7, 2023

CAPTION

Consider the request by William Atkins, for a waiver from construction of a sidewalk at 1612 E Main Street, as required by Section 3.5 of the Waxahachie Subdivision Ordinance.

RECOMMENDED MOTION

"I move to approve the sidewalk waiver request for 1612 E Main Street."

APPLICANT REQUEST

The applicant requests a waiver (variance) from the requirement to construct a 6' sidewalk along E Main Street during the 1612 E Main Street development.

CASE INFORMATION

Applicant:

William Atkins, Lobsters LLC

Property Owner(s):

Lobsters LLC

SUBJECT PROPERTY

General Location:

1612 E Main Street

Parcel ID Number(s):

198960

Current Zoning:

Light Industrial-1 (LI-1)

Existing Use:

A concrete parking lot currently exists on the northern portion of the property. The remainder of the property is vacant.

Platting History:

A Replat (SUB-34-2023) was recently approved for the property to create Lot 1R-AR of the Larkin Products Industrial Tracts.

Site Aerial:



STAFF ANALYSIS

Background: The subject property was originally developed in 1970 as part of the Larkin Industrial Products site; but was not formally platted until 1993. The property has historically been used to park vehicles, trucks, and trailers associated with the industrial development. The applicant purchased the property in 2021 and a Replat Application (SUB-34-2023) was approved for the property in 2023. The applicant is currently working to install the infrastructure necessary to file the approved replat.

The applicant intends to construct a 7,650-square-foot cold storage warehouse facility on the southern portion of the subject property that will act as a storage and distribution hub for the Atkins seafood business. The applicant has noted that the facility will not serve as a retail location open to the public. The applicant is currently working through the Site Plan and Civil Construction review and approval process for the new facility. As part of these processes, the applicant was informed of the typical requirement to construct a 6’ sidewalk along E Main Street per Section 3.5 of the Waxahachie Subdivision Ordinance. Due to the absence of existing sidewalks to connect to on adjacent properties, the applicant has requested a waiver to eliminate the sidewalk requirement for this development.

Staff Review: Upon review of the waiver request, staff has confirmed that the closest existing sidewalk on E Main Street is located approximately 800 feet to the northwest. There are no existing sidewalks on E Main Street to the south within the City of Waxahachie. Notably, there is no pedestrian crossing on E Main Street to facilitate access to existing sidewalks on Parks School House Road.

Sidewalk Exhibit:



RECOMMENDATION

Based on the details provided in this Staff Report and the present status of the documents subject to the request, the Planning and Zoning Department recommends **Approval** of the waiver request.

ATTACHED EXHIBITS

- 1. Location Map
- 2. Sidewalk Exhibit

STAFF CONTACT INFORMATION


Prepared by:
Zack King
Senior Planner, AICP
zking@waxahachie.com

Reviewed by:
Jennifer Pruitt, AICP, LEED-AP, CNU-A
Senior Director of Planning
jennifer.pruitt@waxahachie.com



Property Boundary

PID

 PID 198960

(13)



(13)

CERTIFICATE FOR ORDINANCE

THE STATE OF TEXAS
COUNTY OF ELLIS
CITY OF WAXAHACHIE

We, the undersigned officers of the City of Waxahachie, Texas (the "City"), hereby certify as follows:

1. The City Council of said City convened in Regular Meeting on August 7, 2023, at the designated meeting place, and the roll was called of the duly constituted officers and members of said City Council, to wit:

| | |
|------------------|----------------|
| David Hill | Mayor |
| Chris Wright | Mayor Pro-Tem |
| Billie Wallace | Council Member |
| Travis Smith | Council Member |
| Patrick Souter | Council Member |
| | |
| Amber Villarreal | City Secretary |

and all of said persons were present thus constituting a quorum. Whereupon, among other business, the following was transacted at said Meeting: a written

ORDINANCE PROVIDING FOR THE ISSUANCE OF CITY OF WAXAHACHIE, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2023, IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$40,000,000; AND ORDAINING OTHER MATTERS RELATING TO THE SUBJECT

was duly introduced for the consideration of said City Council. It was then duly moved and seconded that said Ordinance be adopted and, after due discussion, said motion, carrying with it the adoption of said Ordinance, prevailed and carried by the following vote:

AYES: _____ NOES: _____ ABSTAIN: _____

2. That a true, full and correct copy of the aforesaid Ordinance adopted at the Meeting described in the above and foregoing paragraph is attached to and follows this Certificate; that said Ordinance has been duly recorded in said City Council's minutes of said Meeting; that the above and foregoing paragraph is a true, full and correct excerpt from said City Council's minutes of said Meeting pertaining to the adoption of said Ordinance; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of said City Council as indicated therein; that each of the officers and members of said City Council was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the aforesaid Meeting, and that said Ordinance would be introduced and considered for adoption at said Meeting, and each of said officers and members consented, in advance, to the holding of said Meeting for such purpose, and that said Meeting was open to the public and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code.

(14)

3. That the Mayor of said City has approved and hereby approves the aforesaid Ordinance; that the Mayor and the City Secretary of said City have duly signed said Ordinance; and that the Mayor and the City Secretary of said City hereby declare that their signing of this Certificate shall constitute the signing of the attached and following copy of said Ordinance for all purposes.

SIGNED AND SEALED ON AUGUST 7, 2023.

City Secretary,
City of Waxahachie, Texas

Mayor,
City of Waxahachie, Texas

(CITY SEAL)

(14)

ORDINANCE NO. _____

ORDINANCE PROVIDING FOR THE ISSUANCE OF CITY OF WAXAHACHIE, TEXAS, COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2023, IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$40,000,000; AND ORDAINING OTHER MATTERS RELATING TO THE SUBJECT

WHEREAS, on June 5, 2023, the City Council of the City of Waxahachie (the “City” or the “Issuer”) passed a resolution authorizing and directing notice of its intention to issue certificates of obligation in a maximum principal amount of \$40,000,000 with such notice to be published in a newspaper as required by Section 271.049 of the Texas Local Government Code (“Section 271.049”); and

WHEREAS, a notice was published in the *Waxahachie Sun*, a “newspaper” of the type described in Section 2051.044 of the Texas Government Code, as required by Section 271.049, on June 14, 2023 and June 21, 2023; and

WHEREAS, said notice stated that the City Council of the City tentatively proposed to adopt an ordinance authorizing the issuance of the certificates of obligation at a regular meeting to commence at 7:00 o’clock, p.m., on the 7th day of August, 2023 and

WHEREAS, no petition, signed by at least 5% of the qualified electors of the City as permitted by Section 271.049 protesting the issuance of such certificates of obligation, has been filed; and

WHEREAS, the certificates of obligation hereinafter authorized are to be issued and delivered pursuant to the Texas Constitution and the laws of the State of Texas, including specifically Subchapter C of Chapter 271 of the Texas Local Government Code; Now, Therefore

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WAXAHACHIE, TEXAS:

Section 1. AUTHORIZATION OF CERTIFICATES OF OBLIGATION. That the City’s certificates of obligation, to be designated the “City of Waxahachie, Texas Combination Tax and Revenue Certificate of Obligation, Series 2023” (the “Certificates”), are hereby authorized to be issued and delivered in an aggregate principal amount of \$[_____] for the purpose of paying contractual obligations to be incurred by the City for the following purposes, to-wit,

- 1) the construction, installation and equipment of park and recreational improvements in the City;
- 2) the construction, improvement and equipment of public safety facilities in the City, including the purchase of fire apparatuses;
- 3) constructing, reconstructing, and improving streets, roads, and sidewalks, including related drainage, utility relocation, signalization, landscaping, lighting and signage;
- 4) the construction of improvements and extensions to the City’s water and wastewater system; and
- 5) the payment of fiscal, engineering, and legal fees incurred in connection therewith.

The term “Certificates” as used in this Ordinance shall mean and include collectively the Initial Certificate issued and delivered pursuant to this Ordinance and all substitute certificates of obligation exchanged therefor, as well as all other substitute certificates of obligation and replacement certificates of obligation issued pursuant hereto, and the term “Certificate” shall mean any of the Certificates.

Section 2. DATE, DENOMINATIONS, NUMBERS, MATURITIES, AND INTEREST RATES. That the Certificates shall initially be issued, sold, and delivered hereunder one fully registered Certificate, without interest coupons, dated the Date of Delivery (as hereinafter defined), in the aggregate principal amount stated above, numbered T-1 (the "Initial Certificate"), with Certificates issued in replacement thereof being in the denominations and principal amounts hereinafter stated and numbered consecutively from R-1 upward, payable to the respective registered owner thereof (with the Initial Certificate being made payable to the underwriters (the "Underwriters") as described in Section 22 hereof), or to the registered assignee or assignees of the Certificates or any portion thereof (in each case, the "registered owner") in the manner provided and on the dates stated in the FORM OF CERTIFICATE, and shall mature on August 1 in each of the years in the principal amounts, respectively, bearing interest from the Date of Delivery to their respective dates of maturity or redemption prior to maturity at the rates per annum, as set forth in the following schedule:

| <u>Year</u> | <u>Principal Amount (\$)</u> | <u>Interest (%)</u> |
|-------------|----------------------------------|---------------------|
| 2024 | | |
| 2025 | | |
| 2026 | | |
| 2027 | | |
| 2028 | | |
| 2029 | | |
| 2030 | | |
| 2031 | | |
| 2032 | | |
| 2033 | | |
| 2034 | | |
| 2035 | | |
| 2036 | | |
| 2037 | | |
| 2038 | | |
| 2039 | | |
| 2040 | | |
| 2041 | | |
| 2042 | | |
| 2043 | | |

Section 3. REDEMPTION. (a) *Optional Redemption*. That the City reserves the right to redeem the Certificates maturing on and after August 1, 2033, in whole, or in part, in denominations of \$5,000 or any integral multiple thereof (an "Authorized Denomination"), on August 1, 2032, or on any date thereafter, at the redemption price of par plus accrued interest thereon to the date fixed for redemption. If less than all of the Certificates are to be redeemed by the City, the City shall determine the maturity or maturities and the amounts thereof to be redeemed and shall direct the Paying Agent/Registrar (hereinafter defined) to call by lot Certificates, or portions thereof, within such maturity or maturities and in such principal amounts, for redemption; provided that during any period in which ownership of the Certificates is determined only by a book entry at a securities depository for the Certificates, if fewer than all of the Certificates of the same maturity and bearing the same interest rate are to be redeemed, the particular Certificates of such maturity and bearing such interest rate shall be selected in accordance with the arrangements between the City and the securities depository. The City shall notify the Paying Agent/Registrar at least forty-five (45) days prior to the scheduled redemption date that a redemption of the Certificates is to be effected.

(b) *Mandatory Sinking Fund Redemption.* The Certificates are not subject to mandatory sinking fund redemption prior to their scheduled maturities.

(c) *Notice.* At least thirty (30) days prior to the date fixed for any such redemption the City shall cause a written notice of such redemption to be deposited in the United States mail, first-class postage prepaid, addressed to each such registered owner at the address shown on the Registration Books (hereinafter defined) of the Paying Agent/Registrar on the forty-fifth (45th) day before such redemption date. By the date fixed for any such redemption, due provision shall be made by the City with the Paying Agent/Registrar for the payment of the required redemption price for the Certificates or the portions thereof which are to be so redeemed, plus accrued interest thereon to the date fixed for redemption. Except as provided in subsection (d) of this Section with respect to a conditional redemption of Certificates, if such notice of redemption is given, and if due provision for such payment is made, all as provided above, the Certificates, or the portions thereof which are to be so redeemed, thereby automatically shall be redeemed prior to their scheduled maturities, and shall not bear interest after the date fixed for their redemption, and shall not be regarded as being outstanding except for the right of the registered owner to receive the redemption price of par plus accrued interest thereon to the date fixed for redemption from the Paying Agent/Registrar out of the funds provided for such payment. The Paying Agent/Registrar shall record in the Registration Books all such redemptions of principal of the Certificates or any portion thereof. If a portion of any Certificate shall be redeemed, a substitute Certificate or Certificates having the same maturity date, bearing interest at the same rate, in one or (at the written request of the registered owner) more Authorized Denominations, and in an aggregate principal amount equal to the unredeemed portion thereof, will be issued to the registered owner upon the surrender thereof for cancellation, at the expense of the City, all as provided in this Ordinance. Each redemption notice, whether required in the FORM OF CERTIFICATE or otherwise by this Ordinance, shall contain a description of the Certificates to be redeemed, including: the complete name of the Certificates, the series, the date of issue, the interest rate, the maturity date, the CUSIP number, the amounts called for redemption, the publication and mailing date for the notice, the date of redemption, the redemption price, the name of the Paying Agent/Registrar (including a contact person and telephone number), and the address at which the Certificates may be redeemed. All redemption payments made by the Paying Agent/Registrar to the registered owners of the Certificates shall include CUSIP numbers relating to each amount paid to such registered owner.

(d) *Notice of Conditional Redemption.* With respect to any optional redemption of the Certificates, unless certain prerequisites to such optional redemption required by this Ordinance have been met and money sufficient to pay the principal of, premium, if any, and interest on the Certificates to be redeemed will have been received by the Paying Agent/Registrar prior to giving such notice, such notice may state that the optional redemption may, at the option of the City, be conditional upon the satisfaction of such prerequisites and receipt of such money by the Paying Agent/Registrar on or prior to the date fixed for such redemption or upon any prerequisite set forth in the notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption are not satisfied, such notice will be of no force and effect, the City will not redeem such Certificates, and the Paying Agent/Registrar will give notice in the manner in which the notice of redemption was given, to the effect that such Certificates have not been redeemed.

Section 4. CHARACTERISTICS OF THE CERTIFICATES. (a) *Registration of Certificates.* That the Issuer shall keep or cause to be kept at the designated corporate trust office of The Bank of New York Mellon Trust Company, N.A., or such other bank, trust company, financial institution, or other agency named in accordance with the provisions of subsection (g) of this Section (the "Paying Agent/Registrar"), books or records for the registration and transfer of the Certificates (the "Registration Books"), and the Issuer hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such transfers and registrations under such reasonable regulations as the Issuer and the Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such transfers and

registrations as herein provided. The place of payment so designated by the Paying Agent/Registrar shall be referred to herein as the "Designated Trust Office" of the Paying Agent/Registrar. It shall be the duty of the Paying Agent/Registrar to obtain from the registered owner and record in the Registration Books the address of the registered owner of each Certificate to which payments with respect to the Certificates shall be mailed, as herein provided. The Issuer or its designee shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar at its Designated Trust Office, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. Registration of each Certificate may be transferred in the Registration Books only upon presentation and surrender thereof to the Paying Agent/Registrar at its Designated Trust Office for transfer of registration and cancellation, together with proper written instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing the assignment of such Certificate, or any portion thereof in an Authorized Denomination, to the assignee or assignees thereof, and the right of such assignee or assignees to have such Certificate or any such portion thereof registered in the name of such assignee or assignees. Upon the assignment and transfer of any Certificate or any portion thereof, a new substitute Certificate or Certificates shall be issued in exchange therefor in the manner herein provided. As of the date this Ordinance is approved by the Issuer, the Designated Trust Office is the Dallas, Texas office of The Bank of New York Mellon Trust Company, N.A., set forth in the "Paying Agent/Registrar Agreement" executed by the City and the Paying Agent/Registrar in connection with the sale and delivery of the Certificates.

(b) *Registration Books; Ownership.* The entity in whose name any Certificate shall be registered in the Registration Books at any time shall be treated as the absolute owner thereof for all purposes of this Ordinance, whether such Certificate shall be overdue, and the City and the Paying Agent/Registrar shall not be affected by any notice to the contrary; and payment of, or on account of, the principal of, premium, if any, and interest on any such Certificate shall be made only to such registered owner. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Certificate to the extent of the sum or sums so paid.

(c) *Paying Agent.* The City hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Certificates, and to act as its agent to exchange or replace Certificates, all as provided in this Ordinance. The Paying Agent/Registrar shall keep proper records of all payments made by the City and the Paying Agent/Registrar with respect to the Certificates, and of all exchanges thereof, and all replacements thereof, as provided in this Ordinance.

(d) *Exchange, Assignment and Transfer of Certificates.* Each Certificate may be exchanged for fully registered certificates in the manner set forth herein. Each Certificate issued and delivered pursuant to this Ordinance, to the extent of the unredeemed principal amount thereof, may, upon surrender thereof at the Designated Trust Office of the Paying Agent/Registrar, together with a written request therefor duly executed by the registered owner or the assignee or assignees thereof, or its or their duly authorized attorneys or representatives, with guarantee of signatures satisfactory to the Paying Agent/Registrar, at the option of the registered owner or such assignee or assignees, as appropriate, be exchanged for fully registered certificates, without interest coupons, in the form prescribed in the FORM OF CERTIFICATE, in an Authorized Denomination (subject to the requirement hereinafter stated that each substitute Certificate shall have a single stated maturity date), as requested in writing by such registered owner or such assignee or assignees, in an aggregate principal amount equal to the principal amount of any Certificate or Certificates so surrendered, and payable to the appropriate registered owner, assignee, or assignees, as the case may be. If a portion of any Certificate shall be redeemed prior to its scheduled maturity as provided herein, a substitute certificate or certificates having the same maturity date, bearing interest at the same rate, in one or (at the request of the registered owner) more Authorized Denominations, and in an aggregate principal amount equal to the unredeemed portion thereof, will be issued to the registered owner upon the surrender thereof for cancellation. If any Certificate or portion thereof is assigned and transferred, each

Certificate issued in exchange therefor shall have the same principal maturity date and bear interest at the same rate as the Certificate for which it is being exchanged. Each substitute Certificate shall bear a letter and/or number to distinguish it from each other Certificate. The Paying Agent/Registrar shall exchange or replace Certificates as provided herein, and each fully registered certificate or certificates delivered in exchange for or replacement of any Certificate or portion thereof as permitted or required by any provision of this Ordinance shall constitute one of the Certificates for all purposes of this Ordinance, and may again be exchanged or replaced. It is specifically provided, however, that any Certificate delivered in exchange for or replacement of another Certificate prior to the first scheduled interest payment date on the Certificates (as stated on the face thereof) shall be dated the same date as such Certificate, but each substitute Certificate so delivered on or after such first scheduled interest payment date shall be dated as of the interest payment date on which interest due on the respective Certificate was paid in full, next preceding the date on which such substitute Certificate is delivered, unless such substitute Certificate is delivered on an interest payment date, in which case it shall be dated as of such delivery date; provided, however, that if at the time of delivery of any substitute Certificate the interest on the Certificate for which it is being exchanged has not been paid, then such substitute Certificate shall be dated as of the date to which such interest has been paid in full, and if no interest has been paid on the Certificate, then such substitute Certificate will be dated as of the Date of Delivery. On each substitute Certificate issued in exchange for or replacement of any Certificate or Certificates issued under this Ordinance there shall be printed thereon a Paying Agent/Registrar's Authentication Certificate, in the form set forth in the FORM OF CERTIFICATE (the "Authentication Certificate"). An authorized representative of the Paying Agent/Registrar shall, before the delivery of any such substitute Certificate, date such substitute Certificate in the manner set forth above, and manually sign and date the Authentication Certificate, and no such substitute Certificate shall be deemed to be issued or outstanding unless the Authentication Certificate is so executed. The Paying Agent/Registrar promptly shall cancel all Certificates surrendered for exchange or transfer. No additional ordinances, orders, or resolutions need be passed or adopted by the City Council so as to accomplish the foregoing exchange, assignment or transfer of any Certificate or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution, and delivery of the substitute Certificates in the manner prescribed herein. Pursuant to Subchapter D, Chapter 1201, Texas Government Code, the duty of exchange and transfer of any Certificate as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of the Authentication Certificate, the substitute Certificate shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Certificates which were originally issued and delivered pursuant to this Ordinance, approved by the Attorney General, and registered by the Comptroller of Public Accounts.

(e) *General.* All Certificates issued in exchange for or, pursuant to Section 11 hereof, replacement of any other Certificate or portion thereof (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Certificates to be payable only to the registered owners thereof, (ii) may be redeemed prior to their scheduled maturities, (iii) may be transferred and assigned, (iv) may be exchanged for other Certificates, (v) shall have the characteristics, (vi) shall be signed and sealed, and (vii) shall be payable as to the principal of and interest on the Certificates, all as provided, and in the manner required or indicated, in the FORM OF CERTIFICATE.

(f) *Fees of Paying Agent/Registrar.* The City shall pay the Paying Agent/Registrar's reasonable and customary fees and charges for making transfers of Certificates, but the registered owner of any Certificate requesting such transfer shall pay any taxes or other governmental charges required to be paid with respect thereto. The registered owner of any Certificate requesting any exchange shall pay the Paying Agent/Registrar's reasonable and standard or customary fees and charges for exchanging any such Certificate or portion thereof, together with any taxes or governmental charges required to be paid with respect thereto, all as a condition precedent to the exercise of such privilege of exchange, except, however, that in the case of the exchange of an assigned and transferred Certificate or any portion thereof in any Authorized Denomination, and in the case of the exchange of the unredeemed portion of a Certificate which

has been redeemed in part prior to maturity, as provided in this Ordinance, such fees and charges will be paid by the City. In addition, the City hereby covenants with the registered owners of the Certificates that it will pay the (i) reasonable and standard or customary fees and charges of the Paying Agent/Registrar for its services with respect to the payment of the principal of and interest on Certificates, when due, and (ii) fees and charges of the Paying Agent/Registrar for services with respect to the transfer or registration of Certificates solely to the extent above provided, and with respect to the exchange of Certificates solely to the extent above provided.

(g) *Change in Paying Agent/Registrar.* The City covenants with the registered owners of the Certificates that at all times while the Certificates are outstanding the City will provide a competent and legally qualified bank, trust company, financial institution, or other agency to act as and perform the services of Paying Agent/Registrar for the Certificates under this Ordinance, and that the Paying Agent/Registrar will be one entity. The City reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than sixty (60) days written notice to the Paying Agent/Registrar. In the event that the entity at any time acting as the Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the City covenants that it will promptly appoint a competent and legally qualified bank, trust company, financial institution, or other agency which shall be a corporation organized and doing business under the laws of the United States of America or of any state, authorized under such laws to exercise trust powers, subject to supervision or examination by federal or state authority, and whose qualifications are substantially similar to the those of the previous Paying Agent/Registrar, to act as Paying Agent/Registrar under this Ordinance. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver to the new Paying Agent/Registrar, designated and appointed by the City, the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Certificates. Upon any change in the Paying Agent/Registrar, the City promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each registered owner of the Certificates, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Ordinance, and a certified copy of this Ordinance shall be delivered to each Paying Agent/Registrar.

(h) *Form 1295 Filing.* The Paying Agent/Registrar has confirmed to the City that it is exempt from the disclosure form filing requirements of the Texas Ethics Commission in accordance with Section 2252.908(c)(4), Texas Government Code.

Section 5. FORM OF CERTIFICATE. That the Certificates, including the form of the Comptroller's Registration Certificate to accompany the Initial Certificate, and both the forms of the Authentication Certificate and of Assignment to be printed on each of the Certificates authorized to be issued and delivered hereunder, shall be substantially in the form as set forth in Exhibit A to this Ordinance, with such appropriate variations, omissions, or insertions as are permitted or required by this Ordinance. The printer of the Certificates is hereby authorized to print on the Certificates (i) the form of bond counsel's opinion relating to the Certificates, and (ii) an appropriate statement of insurance furnished by a municipal bond insurance company providing municipal bond insurance, if any, covering all or any part of the Certificates.

Section 6. DEFINITIONS. That the term "Available Revenues" shall have the meaning given said term in Section 7 hereof; the term "Business Day" means any day that is not a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the Designated Trust Office of the Paying Agent/Registrar is located are authorized by law or executive order to close; the term "Code" means the Internal Revenue Code of 1986; the term "Date of Delivery" means the day on which the Certificates initially issued are delivered to the Underwriters or the Underwriters' nominee in consideration of the

payment by the Underwriters of the agreed purchase price of the Certificates; "MSRB" means the Municipal Securities Rulemaking Board; the term "Rule" means SEC Rule 15c2-12; the term "SEC" means the United States Securities and Exchange Commission; and the term "Surplus Revenues" means the revenues pledged herein from the operation of the City's combined waterworks and sewer system (not to exceed \$1,000) remaining after payment of all operation and maintenance expenses thereof and other obligations heretofore or hereafter incurred to which such revenues have been or shall be encumbered by a lien on and pledge of such revenues superior to the lien on and pledge of such revenues to the Certificates.

Section 7. INTEREST AND SINKING FUND. That a special fund or account, to be designated the "City of Waxahachie, Texas Series 2023 Certificate of Obligation Interest and Sinking Fund" (the "Interest and Sinking Fund") is hereby created and shall be established and maintained by the City. The Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of the City, and shall be used only for paying principal of and interest on the Certificates as such principal and interest comes due. All ad valorem taxes levied and collected for and on account of the Certificates shall be deposited, as collected, to the credit of the Interest and Sinking Fund. During each year while any Certificate is outstanding and unpaid, the City Council shall compute and ascertain the rate and amount of ad valorem tax, based on the latest approved tax rolls of the City, with full allowances being made for tax delinquencies and costs of tax collections, which will be sufficient to raise and produce the money required to pay the interest on the Certificates as such interest comes due, and to provide and maintain a sinking fund to pay the principal of the Certificates as such principal matures, but never less than 2% of the outstanding principal amount of the Certificates as a sinking fund each year. The rate and amount of ad valorem tax is hereby ordered to be levied against all taxable property in the City for each year while any Certificate is outstanding and unpaid, and the ad valorem tax shall be assessed and collected each such year and deposited to the credit of the Interest and Sinking Fund. The ad valorem taxes necessary to pay the interest on and principal of the Certificates, as such interest comes due and such principal matures, are hereby pledged for such payment, within the limit prescribed by law. Notwithstanding the foregoing, if the City deposits or budgets to be deposited in the Interest and Sinking Fund any other revenues, income or resources, including without limitation, Surplus Revenues (the "Available Revenues"), in advance of the time when ad valorem taxes are scheduled to be levied for any year, then the amount of taxes which otherwise would have been required to be levied may be reduced to the extent and by the amount of the Available Revenues then on deposit or budgeted to be deposited in the Interest and Sinking Fund.

Section 8. REVENUES. That the Certificates are additionally secured by and shall be payable from the Surplus Revenues. The Surplus Revenues are pledged by the City pursuant to authority of Chapter 1502, Texas Government Code. The City shall promptly deposit the Surplus Revenues upon their receipt to the credit of the Interest and Sinking Fund created pursuant to Section 7, to the principal of and interest on the Certificates.

Section 9. CONSTRUCTION FUND. (a) *Construction Fund Established.* The City hereby creates and establishes and shall maintain on the books of the City a separate fund to be entitled "City of Waxahachie, Texas Series 2023 Certificate of Obligation Construction Fund" (the "Construction Fund"), for use by the City for payment of all lawful costs associated with the acquisition and construction of the projects described in clauses (1), (2), (3), and (4) of Section 1, and the payment of the costs described in clause (5) of Section 1. Upon payment of all such costs, any money remaining on deposit to the credit of the Construction Fund shall be transferred to the Interest and Sinking Fund. Amounts so deposited to the credit of the Interest and Sinking Fund shall be used in the manner described in Section 7.

(b) *Investment of Moneys.* The City may invest proceeds of the Certificates (including investment earnings thereon) and amounts deposited to the credit of the Interest and Sinking Fund in investments authorized by the Public Funds Investment Act, Chapter 2256, Government Code, and the City's investment

policy. The City covenants that the proceeds of the sale of the Certificates will be used as soon as practicable for the purposes for which the Certificates are issued.

Section 10. TRANSFER. That the City shall do any and all things necessary to accomplish the transfer funds from Interest and Sinking Fund of this issue to the Paying Agent/Registrar in a manner sufficient to effectuate the timely payment of principal of and interest on the Certificates as such principal and interest become due and payable.

Section 11. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED CERTIFICATES.
(a) *Replacement Certificates.* That in the event any outstanding Certificate is damaged, mutilated, lost, stolen, or destroyed, the Paying Agent/Registrar shall cause to be printed, executed, and delivered, a new certificate of the same principal amount, maturity, and interest rate, as the damaged, mutilated, lost, stolen, or destroyed Certificate, in replacement for such Certificate in the manner hereinafter provided.

(b) *Application for Replacement Certificates.* Application for replacement of damaged, mutilated, lost, stolen, or destroyed Certificates shall be made only by the registered owner thereof (or such registered owner's designee) to the Paying Agent/Registrar. In every case of loss, theft, or destruction of a Certificate, the applicant for a replacement Certificate shall furnish to the City and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft, or destruction of a Certificate, the applicant shall furnish to the City and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft, or destruction of such Certificate, as the case may be. In every case of damage or mutilation of a Certificate, the applicant shall surrender to the Paying Agent/Registrar for cancellation the Certificate so damaged or mutilated.

(c) *No Default Occurred.* Notwithstanding the foregoing provisions of this Section, in the event any such Certificate shall have matured, and no default has occurred which is then continuing in the payment of the principal of, premium, if any, or interest on the Certificate, the City may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Certificate) instead of issuing a replacement Certificate, provided security or indemnity is furnished as above provided in this Section.

(d) *Charge for Issuing Replacement Certificates.* Prior to the issuance of any replacement Certificate, the Paying Agent/Registrar shall charge the registered owner of such Certificate with all legal, printing, and other expenses in connection therewith. Every replacement Certificate issued pursuant to the provisions of this Section, by virtue of the fact that any Certificate is lost, stolen, or destroyed, shall constitute a contractual obligation of the City whether the lost, stolen, or destroyed Certificate shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Ordinance equally and proportionately with any and all other Certificates duly issued under this Ordinance.

(e) *Authority for Issuing Replacement Certificates.* In accordance with Chapter 1206, Texas Government Code, this Section of this Ordinance shall constitute authority for the issuance of any such replacement Certificate without necessity of further action by the City Council of the City or any other body or person, and the duty of the replacement of such Certificates is hereby authorized and imposed upon the Paying Agent/Registrar, subject to the conditions imposed by this Section 11 of this Ordinance, and the Paying Agent/Registrar shall authenticate and deliver such Certificates in the form and manner and with the effect, as provided in paragraphs (d) and (e) of Section 4 of this Ordinance for Certificates issued in exchange or transfer of other Certificates.

Section 12. FEDERAL INCOME TAX MATTERS. That the City covenants to take such action as to ensure, or refrain from any action which would adversely affect, the treatment of the Certificates as

obligations described in section 103 of the Code, the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the City covenants as follows:

(a) to take any action to assure that no more than 10 percent of the proceeds of the Certificates or the projects financed or refinanced therewith (less amounts deposited to a reserve fund, if any) are used for any "private business use", as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds are so used, that amounts, whether or not received by the City, with respect to such private business use, do not, under the terms of this Ordinance or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Certificates, in contravention of section 141(b)(2) of the Code;

(b) to take any action to assure that in the event that the "private business use" described in subsection (a) hereof exceeds 5 percent of the proceeds of the Certificates or the projects financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" which is "related" and not "disproportionate", within the meaning of section 141(b)(3) of the Code, to the governmental use;

(c) to take any action to assure that no amount which is greater than the lesser of \$5,000,000, or 5 percent of the proceeds of the Certificates (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(d) to refrain from taking any action which would otherwise result in the Certificates being treated as "private activity bonds" within the meaning of section 141(b) of the Code;

(e) to refrain from taking any action that would result in the Certificates being "federally guaranteed" within the meaning of section 149(b) of the Code;

(f) to refrain from using any portion of the proceeds of the Certificates, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) which produces a materially higher yield over the term of the Certificates, other than investment property acquired with –

(1) proceeds of the Certificates invested for a reasonable temporary period of three (3) years or less, until such proceeds are needed for the purpose for which the Certificates are issued,

(2) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the Treasury Regulations, and

(3) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed ten percent (10%) of the proceeds of the Certificates;

(g) to otherwise restrict the use of the proceeds of the Certificates or amounts treated as proceeds of the Certificates, as may be necessary, so that the Certificates do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage);

(h) to refrain from using the proceeds of the Certificates or the proceeds of any prior bonds to pay debt service on another issue more than ninety (90) days after the issuance of the Certificates in contravention of section 149(d) of the Code (relating to advance refunding); and

(i) to pay to the United States of America at least once during each five-year period (beginning on the Date of Delivery of the Certificates) an amount that is at least equal to 90 percent of the “Excess Earnings”, within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than sixty (60) days after the Certificates have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code.

For purposes of the foregoing clauses (a) and (b) above, the Issuer understands that the term “proceeds” includes “disposition proceeds” as defined in the Treasury Regulations. It is the understanding of the City that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code, as applicable to the Certificates, the City will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally-recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Certificates under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Certificates, the City agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally-recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Certificates under section 103 of the Code. In furtherance of such intention, the City hereby authorizes and directs the Mayor, the City Manager, any Assistant City Manager, and the Director of Finance to execute any documents, certificates or reports required by the Code, and to make such elections on behalf of the City which may be permitted by the Code as are consistent with the purpose for the issuance of the Certificates.

Unless superseded by another action of the City, to ensure compliance with the covenants contained herein regarding private business use, remedial actions, arbitrage and rebate, the written procedures adopted by the City in the ordinance authorizing the issuance of City of Waxahachie, Texas Combination Tax and Revenue Certificates of Obligation, Series 2011, adopted by the City Council on December 19, 2011, apply to the Certificates.

In order to facilitate compliance with clause (i) above, a “Rebate Fund” is hereby established by the City for the sole benefit of the United States of America, and such Fund shall not be subject to the claim of any other person, including without limitation the registered owners of the Certificates. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

The resolution adopted by the City Council on June 5, 2023, described in the preamble to this Ordinance was intended to satisfy the official intent requirements set forth in section 1.150-2 of the Treasury Regulations.

Section 13. ALLOCATION OF, AND LIMITATION ON, EXPENDITURES FOR THE PROJECT. That the Issuer covenants to account for the expenditure of proceeds from the sale of the Certificates and any investment earnings thereon to be used for the purposes described in Section 1 of this Ordinance (such purpose referred to herein and Section 14 hereof as a “Project”) on its books and records by allocating proceeds to expenditures within eighteen (18) months of the later of the date that (a) the expenditure on a Project is made or (b) such Project is completed. The foregoing notwithstanding, the Issuer shall not expend such proceeds or investment earnings more than sixty (60) days after the earlier of (a) the fifth anniversary of the Date of Delivery of the Certificates or (b) the date the Certificates are retired. For purposes hereof, the Issuer shall not be obligated to comply with this covenant if it obtains a legal opinion, from nationally-recognized bond counsel, that such failure to comply will not adversely affect the excludability of interest on the Certificates from gross income for federal income tax purposes.

Section 14. DISPOSITION OF PROJECT. That the Issuer covenants that the property constituting a Project will not be sold or otherwise disposed in a transaction resulting in the receipt by the Issuer of cash or other compensation, unless the Issuer obtains an opinion of nationally-recognized bond counsel substantially to the effect that such sale or other disposition will not adversely affect the tax-exempt status of the Certificates. For purposes of this Section, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes of this Section, the Issuer shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

Section 15. DEFAULT AND REMEDIES.

(a) *Events of Default.* That each of the following occurrences or events, for the purposes of this Ordinance, is hereby declared to be an Event of Default:

(i) the failure to make funds available to the Paying Agent/Registrar sufficient to make payment of the principal of or interest on any Certificate when the same becomes due and payable; or

(ii) except as provided in Section 18(c)(iv) of this Ordinance, default in the performance or observance of any other covenant, agreement or obligation of the City, which the failure to perform materially, adversely affects the rights of the registered owners of the Certificates, including, but not limited to, their prospect or ability to be repaid in accordance with this Ordinance, and the continuation thereof for a period of sixty (60) days after notice of such default is given by any registered owner to the City.

(b) *Remedies for Default.*

(i) Upon the happening of any Event of Default, then and in every case, any registered owner or an authorized representative thereof, including, but not limited to, a trustee or trustees therefor, may proceed against the City, or any official, officer or employee of the City in their official capacity, for the purpose of protecting and enforcing the rights of the registered owners under this Ordinance, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the registered owners hereunder or any combination of such remedies.

(ii) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all registered owners of Certificates then outstanding.

(c) *Remedies Not Exclusive.*

(i) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Certificates or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Certificates shall not be available as a remedy under this Ordinance.

(ii) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

(iii) By accepting the delivery of a Certificate authorized under this Ordinance, such registered owner agrees that the certifications required to effectuate any covenants or representations contained in this Ordinance do not and shall never constitute or give rise to a personal or pecuniary liability or charge against the officers, employees or members of the City or the City Council.

(iv) None of the members of the City Council, nor any other official or officer, agent, or employee of the City, shall be charged personally by the registered owners with any liability, or be held personally liable to the registered owners under any term or provision of this Ordinance, or because of any Event of Default or alleged Event of Default under this Ordinance.

Section 16. CUSTODY, APPROVAL, AND REGISTRATION OF CERTIFICATES. That the Mayor of the City or the designee thereof is hereby authorized to have control of the Certificates initially issued and delivered hereunder and all necessary records and proceedings pertaining to the Certificates pending their delivery and their investigation, examination, and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Certificates, said Comptroller (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Certificate attached to such Certificates, and the seal of said Comptroller shall be impressed, or placed in facsimile, on such Registration Certificate.

Section 17. DTC REGISTRATION. That the Certificates initially shall be issued and delivered in such manner that no physical distribution of the Certificates will be made to the public, and the Depository Trust Company ("DTC"), New York, New York, initially will act as depository for the Certificates. DTC has represented that it is a limited purpose trust company incorporated under the laws of the State of New York, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered under Section 17A of the Securities Exchange Act of 1934, as amended, and the City accepts, but in no way verifies, such representations. Upon the receipt of payment from the Underwriters for the Certificates originally issued and delivered as authorized by this Ordinance, the Paying Agent/Registrar shall cancel the initial Certificates and issue and deliver to DTC, separate single definitive Certificates for each maturity of the Certificates, in the aggregate principal amount of the Certificates of such maturity, fully registered in the name of CEDE & CO., as the nominee of DTC. It is expected that DTC will hold the Certificates on behalf of the Underwriters and DTC's participants. So long as each Certificate is registered in the name of CEDE & CO., the Paying Agent/Registrar shall treat and deal with DTC the same in all respects as if it were the actual and beneficial owner thereof. It is expected that DTC will maintain a book-entry system which will identify beneficial ownership of the Certificates in Authorized Denominations, with transfers of beneficial ownership being effected on the records of DTC and its participants pursuant to rules and regulations established by DTC and its participants, and that the definitive Certificates initially deposited with DTC shall be immobilized and not be further exchanged for substitute Certificates except as hereinafter provided. The City is not responsible or liable for any functions of DTC, will not be responsible for paying any fees or charges with respect to its services, will not be responsible or liable for maintaining, supervising, or reviewing the records of DTC or its participants, or protecting any interests or rights of the beneficial owners of the Certificates. It shall be the duty of the DTC Participants, as defined in the Official Statement herein approved, to make all arrangements with DTC to establish this book-entry system, the beneficial ownership of the Certificates, and the method of paying the fees and charges of DTC. The City does not represent, and does not in any way covenant that the initial book-entry system established with DTC will be maintained in the future. Notwithstanding the initial establishment of the foregoing book-entry system with DTC, if for any reason any of the originally delivered Certificates is duly filed with the Paying Agent/Registrar with proper request

for transfer and substitution, as provided for in this Ordinance, substitute Certificates will be duly delivered as provided in this Ordinance, and there will be no assurance or representation that any book-entry system will be maintained for such Certificates. In connection with the initial establishment of the foregoing book-entry system with DTC, the previous execution and delivery of the Blanket Letter of Representations shall apply to the Certificates.

Section 18. CONTINUING DISCLOSURE OBLIGATION. (a) *Annual Reports.* (i) That the City shall provide annually to the MSRB, in an electronic format prescribed by the MSRB, certain updated financial information and operating data of City, being the following (1) the City's financial statements; and (2) the information found in Tables 1 through 6 and 8 through 15 in the Official Statement authorized by Section 22 of this Ordinance. The City will update and provide the information in Tables 1 through 6 and 8 through 15 of the Official Statement within six (6) months after the end of each fiscal year ending in and after 2023. The City's financial statements so to be provided shall be (1) prepared in accordance with the accounting principles described in the financial statements of the City appended to the Official Statement as Appendix B, or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation, and (2) audited, if the City commissions an audit of such statements and the audit is completed within twelve (12) months after the end of each fiscal year ending in or after 2023. If audited financial statements are not available by the end of the twelve (12) month period, then the City shall provide notice that the audited financial statements are not available, shall provide unaudited financial statements by the required time, and the City shall provide audited financial statements for the applicable fiscal year to the MSRB, when and if the audit report on such statements becomes available.

(ii) If the City changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section. The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document, if it is available from the MSRB) that theretofore has been provided to the MSRB or filed with the SEC. All filings shall be made electronically, in the format specified by the MSRB.

(b) *Disclosure Event Notices.* The City shall notify the MSRB, in a timely manner not in excess of ten (10) Business Days after the occurrence of the event, of any of the following events with respect to the Certificates:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Certificates, or other events affecting the tax status of the Certificates;
7. Modifications to rights of holders of the Certificates, if material;
8. Certificate calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Certificates, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership or similar event of the City;

13. The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
14. Appointment of a successor Paying Agent/Registrar or change in the name of the Paying Agent/Registrar, if material;
15. Incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material; and
16. Default, event of acceleration, termination event, modification of terms, or other similar event under the terms of a Financial Obligation of the City, and which reflect financial difficulties.

As used in clause 12 above, the phrase “bankruptcy, insolvency, receivership or similar event” means the appointment of a receiver, fiscal agent or similar officer for the City in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets of the City, or if jurisdiction has been assumed by leaving the City Council and official or officers of the City in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City. As used in clauses 15 and 16 above, the term “Financial Obligation” means: (i) a debt obligation; (ii) a derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) a guarantee of (i) or (ii), however, the term Financial Obligation shall not include Municipal Securities as to which a final official statement has been provided to the MSRB consistent with the Rule; and the term “Municipal Securities” means securities which are direct obligations of, or obligations guaranteed as to principal or interest by, a state or any political subdivision thereof, or any agency or instrumentality of a state or any political subdivision thereof, or any municipal corporate instrumentality of one or more states and any other Municipal Securities described by Section 3(a)(29) of the Securities Exchange Act of 1934, as the same may be amended from time to time.

In addition, the City shall notify the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with subsection (a) of this Section by the time required by such subsection.

(c) *Limitations, Disclaimers, and Amendments.* (i) The City shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the City remains an “obligated person” with respect to the Certificates within the meaning of the Rule, except that the City in any event will give notice of any deposit made in accordance with this Ordinance or applicable law that causes Certificates no longer to be outstanding.

(ii) The provisions of this Section are for the sole benefit of the registered owners and beneficial owners of the Certificates, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City’s financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The City does not make any representation or

(14)

warranty concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

(iii) UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE REGISTERED OWNER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(iv) No default by the City in observing or performing its obligations under this Section shall comprise a breach of or default under the Ordinance for purposes of any other provision of this Ordinance. Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

(v) Should the Rule be amended to obligate the City to make filings with or provide notices to entities other than the MSRB, the City agrees to undertake such obligation in accordance with the Rule as amended.

(vi) The provisions of this Section may be amended by the City from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Certificates in the primary offering of the Certificates in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (A) the registered owners of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the outstanding Certificates consent to such amendment or (B) a person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interest of the registered owners and beneficial owners of the Certificates. If the City so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with subsection (a) of this Section an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information or operating data so provided. The City may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Certificates in the primary offering of the Certificates.

Section 19. DEFEASANCE. (a) *Deemed Paid*. That any Certificate and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "Defeased Certificate") within the meaning of this Ordinance, except to the extent provided in subsection (e) of this Section, when payment of the principal of such Certificate, plus interest thereon to the due date (whether such due date be by reason of maturity or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar in accordance with an escrow agreement or other instrument (the "Future Escrow Agreement") for such payment (1) lawful money of the United States of America sufficient to make such payment or (2) Defeasance Securities that mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money to provide for such payment, and when proper arrangements have been made by the City with the Paying Agent/Registrar for the payment of its services until all Defeased Certificates shall have become due and payable. At such

time as a Certificate shall be deemed to be a Defeased Certificate hereunder, as aforesaid, such Certificate and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes or revenues herein levied and pledged as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Defeasance Securities. Notwithstanding any other provision of this Ordinance to the contrary, the City hereby reserves the option, to be exercised at the time of the defeasance of the Certificates, to call for redemption at an earlier date Defeased Certificates, provided that in the proceedings providing for the Defeased Certificates, the City: (1) expressly reserves the right to call the Defeased Certificates for redemption; (2) gives notice of the reservation of that right to the owners of the Defeased Certificates immediately following the making of the firm banking and financial arrangements; and (3) directs that notice of the reservation be included in any redemption notices that it authorizes.

(b) *Investment in Defeasance Securities.* Any moneys so deposited with the Paying Agent/Registrar may at the written direction of the City be invested in Defeasance Securities, maturing in the amounts and times as hereinbefore set forth, and all income from such Defeasance Securities received by the Paying Agent/Registrar that is not required for the payment of the Certificates and interest thereon, with respect to which such money has been so deposited, shall be turned over to the City, or deposited as directed in writing by the City. Any Future Escrow Agreement pursuant to which the money and/or Defeasance Securities are held for the payment of Defeased Certificates may contain provisions permitting the investment or reinvestment of such moneys in Defeasance Securities or the substitution of other Defeasance Securities upon the satisfaction of the requirements specified in subsection (a)(i) or (ii) above. All income from such Defeasance Securities received by the Paying Agent/Registrar which is not required for the payment of the Defeased Securities, with respect to which such money has been so deposited, shall be remitted to the City or deposited as directed in writing by the City.

(c) *Selection of Defeased Certificates.* In the event that the City elects to defease less than all of the principal amount of Certificates of a maturity, the Paying Agent/Registrar shall select, or cause to be selected, such amount of Certificates by such random method as it deems fair and appropriate.

(d) *Defeasance Securities.* The term "Defeasance Securities" means: (i) direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America; and (ii) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the City Council approves the proceedings authorizing the defeasance of the Certificates or the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent.

(e) *Continuing Duty of Paying Agent/Registrar.* Until all Defeased Certificates shall become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Certificates the same as if they had not been defeased, and the City shall make proper arrangements to provide and pay for such services.

Section 20. AMENDMENTS. That the City hereby reserves the right to amend this Ordinance subject to the following terms and conditions.

(a) *Amendments Not Requiring Consent.* The City may from time to time, without the consent of any holder of the Certificates, except as otherwise required by paragraph (b) below, amend or supplement this Ordinance in order to (1) cure any ambiguity, defect or omission in this Ordinance that does not materially adversely affect the interest of the holders of the Certificates, (2) grant additional rights or security for the benefit of the holders of the Certificates, (3) add events of default as shall not be inconsistent with the provisions of this Ordinance and that shall not materially adversely affect the interest of the holders

of the Certificates, (4) qualify this Ordinance under the Trust Indenture Act of 1939, as amended, or corresponding provisions of federal laws from time to time in effect, or (5) make such other provisions in regard to matters or questions arising under this Ordinance that are not inconsistent with the provisions hereof and which, in the opinion of nationally-recognized bond counsel selected by the City, do not materially adversely affect the interests of the holders of the Certificates.

(b) *Amendments With Consent.* Except as provided in paragraph (a) above, the holders of the Certificates aggregating in principal amount a majority of the aggregate principal amount of the Certificates then outstanding shall have the right from time to time to approve any amendment hereto that may be deemed necessary or desirable by the City; provided, however, that without the consent of 100% of the holders in aggregate principal amount of the Certificates then outstanding, nothing herein contained shall permit or be construed to permit amendment of the terms and conditions of this Ordinance or in any of the Certificates so as to:

- (1) Make any change in the maturity of any of the outstanding Certificates,
- (2) Reduce the rate of interest borne by any of the outstanding Certificates,
- (3) Reduce the amount of the principal of, or redemption premium, if any, payable on any outstanding Certificates,
- (4) Modify the terms of payment of principal of, redemption premium, if any, or interest on the outstanding Certificates, or imposing any condition with respect to such payment, or
- (5) Change the minimum percentage of the principal amount of the Certificates necessary for consent to such amendment.

(c) *Notice.* If at any time the City shall desire to amend this Ordinance, the City shall provide notice of such amendment to the registered owners of the Certificates then outstanding by sending via United States mail, first-class postage prepaid, to each registered owner of the affected Certificates a copy of the proposed amendment.

(d) *Receipt of Consents.* Whenever at any time within one (1) year from the date of the first mailing of said notice of the proposed amendment the City shall receive an instrument or instruments executed by the owners of at least a majority in aggregate principal amount of all the Certificates then outstanding, which instrument or instruments shall refer to the proposed amendment and that shall specifically consent to and approve such amendment, the Issuer may adopt the amendment in substantially the same form.

(e) *Effect of Amendments.* Upon the adoption by the City of any ordinance to amend this Ordinance pursuant to the provisions of this Section, this Ordinance shall be deemed to be amended in accordance with the amendatory ordinance, and the respective rights, duties, and obligations of the City and all the owners of then outstanding Certificates and all future Certificates shall thereafter be determined, exercised, and enforced under this Ordinance, as amended.

(f) *Consent Irrevocable.* Any consent given by any owner of Certificates pursuant to the provisions of this Section shall be irrevocable for a period of six (6) months from the date of such consent, and shall be conclusive and binding upon all future owners of the same Certificates during such period. Such consent may be revoked at any time after six (6) months from the date such consent was given by the owner, or by a successor in title, by filing notice thereof with the Paying Agent/Registrar and the City, but such revocation shall not be effective if the owners of a majority in aggregate principal amount of the Certificates then outstanding, prior to the attempted revocation, consented to and approved the amendment.

(g) *Ownership.* For the purpose of establishing ownership of the Certificates, the City shall rely solely upon the registration of the ownership of such Certificates on the Registration Books kept by the Paying Agent/Registrar.

Section 21. SECURITY FOR FUNDS. That the Interest and Sinking Fund and the Construction Fund created by this Ordinance shall be secured in the manner and to the fullest extent permitted or required by law for the security of public funds, and the Interest and Sinking Fund and the Construction Fund shall be used only for the purposes and in the manner permitted or required by this Ordinance.

Section 22. SALE OF CERTIFICATES. (a) *Sale.* That the Certificates are hereby sold and shall be delivered to FHN Financial Capital Markets and Frost Bank (collectively, the "Underwriters") for the purchase price of \$[_____] (representing the par amount of the Certificates of \$[_____] plus aggregate original issue premium of \$[_____] (premium to be applied as set forth in Section 24), less an underwriting discount of \$[_____] and no accrued interest, pursuant to the terms and provisions of a Purchase Contract in substantially the form presented at this meeting, which the Mayor of the Issuer is hereby authorized and directed to execute. The Initial Certificate, in the aggregate principal amount of the Certificates, with principal maturing on the respective maturity dates as set forth in Section 2 hereof, shall be delivered to the Underwriters, and the Underwriters shall have the right to exchange the Initial Certificate as provided in Section 4 hereof without cost. The Initial Certificate shall be initially registered in the name of Huntington Securities, Inc. or its nominee. The sale of the Certificates to the Purchaser was on terms that are most advantageous to the City reasonably obtained and, upon the advice of the City's financial advisor, is in the best interests of the City.

(b) *Offering Documents.* The City Council hereby approves the form and content of the Official Statement relating to the Certificates and any addenda, supplement or amendment thereto (the "Official Statement"), and approves the distribution of such Official Statement in the reoffering of the Certificates by the Underwriters in final form, with such changes therein or additions thereto as the officer executing the same may deem advisable, such determination to be conclusively evidenced by his execution thereof. The distribution and use of the Preliminary Official Statement prior to the date hereof is hereby ratified and confirmed.

Section 23. FURTHER PROCEDURES. That the Mayor, the City Secretary, the City Manager, any Assistant City Manager, the Director of Finance, and all other officers, employees, and agents of the City, and each of them, shall be and they are hereby expressly authorized, empowered, and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge, and deliver in the name and under the corporate seal and on behalf of the City all such instruments, whether herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, and the sale and delivery of the Certificates and fixing all details in connection therewith. In case any officer whose signature shall appear on any Certificate, or any document relating to the authorization, sale or issuance of the Certificates, shall cease to be such officer before the Date of Delivery of the Certificates, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Section 24. USE OF PROCEEDS. That the proceeds from the sale of the Certificates may be used for the purposes described in Section 1 of this Ordinance, in the manner described in the letter of instructions executed by the City or on behalf of the City by its financial advisor. The foregoing notwithstanding, proceeds representing accrued interest on the Certificates shall be deposited to the credit of the Interest and Sinking Fund, and proceeds representing premium on the Certificates shall be used in a manner consistent with the provisions of Section 1201.042(d), Texas Government Code, as amended. Any amounts remaining after completion of the improvements described in Section 1 hereof shall be transferred FIRST to the Rebate

Fund, to the extent required by Section 12 hereof and as further described in Section 25 hereof, and THEREAFTER to the Interest and Sinking Fund. The proceeds from the sale of the Certificates, including premium, to be deposited to the credit of the Construction Fund shall not exceed \$40,000,000.

Section 25. INTEREST EARNINGS. That the interest earnings derived from the investment of proceeds from the sale of the Certificates may be used along with other proceeds for the construction of the permanent improvements set forth in Section 1 hereof for which the Certificates are issued; provided, that after completion of such permanent improvements, if any of such interest earnings remain on hand, such interest earnings shall be deposited in the Interest and Sinking Fund. It is further provided, however, that any interest earnings on proceeds which are required to be rebated to the United States of America pursuant to this Ordinance hereof in order to prevent the Certificates from being arbitrage bonds shall be so rebated and not considered as interest earnings for the purposes of this Section.

Section 26. MISCELLANEOUS PROVISIONS. (a) *Titles Not Restrictive*. That the titles assigned to the various sections of this Ordinance are for convenience only and shall not be considered restrictive of the subject matter of any section or of any part of this Ordinance.

(b) *Rules of Construction*. The words "herein", "hereof" and "hereunder" and other words of similar import refer to this Ordinance as a whole and not to any particular section or other subdivision. Except where the context otherwise requires, terms defined in this Ordinance to impart the singular number shall be considered to include the plural number and vice versa. References to any named person means that party and its successors and assigns. References to any constitutional, statutory or regulatory provision means such provision as it exists on the date this Ordinance is adopted by the City and any future amendments thereto or successor provisions thereof. Any reference to "FORM OF CERTIFICATE" shall refer to the form of the Certificates set forth in Exhibit A to this Ordinance.

(c) *Inconsistent Provisions*. All ordinances, orders and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed and declared to be inapplicable, and the provisions of this Ordinance shall be and remain controlling as to the matters prescribed herein.

(d) *Severability*. If any word, phrase, clause, paragraph, sentence, part, portion, or provision of this Ordinance or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Ordinance shall nevertheless be valid and the City hereby declares that this Ordinance would have been enacted without such invalid word, phrase, clause, paragraph, sentence, part, portion, or provisions.

(e) *Governing Law*. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas.

(f) *Open Meeting*. The City officially finds and determines that the meeting at which this Ordinance is adopted was open to the public; and that public notice of the time, place, and purpose of such meeting was given, all as required by Chapter 551, Texas Government Code.

(g) *Application of Chapter 1208, Government Code*. Chapter 1208, Texas Government Code, applies to the issuance of the Certificates and the pledge of ad valorem taxes and the Surplus Revenues granted by the City under Sections 7 and 8 hereof, and such pledge is therefore valid, effective, and perfected. If Texas law is amended at any time while the Certificates are outstanding and unpaid such that the pledge of the ad valorem taxes and Surplus Revenues granted by the City is to be subject to the filing requirements of Chapter 9, Texas Business & Commerce Code, then in order to preserve to the registered owners of the Certificates the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable

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provisions of Chapter 9, Texas Business & Commerce Code and enable a filing to perfect the security interest in said pledge to occur.

(h) *Section 271.047, Local Government Code.* No bond proposition to authorize the issuance of bonds for the same purpose as the Certificates was submitted to the voters of the City during the preceding three (3) years and failed to be approved.

(i) *Section 252.051, Local Government Code.* The City has satisfied or will satisfy the appraisal requirements of Section 252.051, Texas Local Government Code, in the acquisition of real property with proceeds of the Certificates.

(j) *Payment of Attorney General Fee Authorized.* The City Council hereby authorizes the payment of the fee of the Office of the Attorney General of the State of Texas for the examination of the proceedings relating to the issuance of the Certificates, in the amount determined in accordance with the provisions of Section 1202.004, Texas Government Code.

(k) *Preamble.* The preamble to this Ordinance is incorporated by reference and made a part hereof for all purposes.

(l) *Immediate Effect.* In accordance with the provisions of Section 1201.028, Texas Government Code, this Ordinance shall be effective immediately upon its adoption by the City Council.

principal and interest payment date for this Certificate it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Ordinance, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Certificates, when due.

IN THE EVENT OF NON-PAYMENT of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest ("Special Payment Date", which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each registered owner of a Certificate appearing on the Registration Books kept by the Paying Agent/Registrar at the close of business on the business day next preceding the date of mailing such notice.

IF THE DATE for the payment of the principal of or interest on this Certificate shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the Designated Trust Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS CERTIFICATE is one of a Series of Certificates dated the Date of Delivery, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of \$[_____], for the purpose of paying contractual obligations to be incurred by the City, to-wit, the construction, installation and equipment of park and recreational improvements in the City; the construction, improvement and equipment of public safety facilities in the City, including the purchase of fire apparatuses; constructing, reconstructing and improving streets, roads, and sidewalks, including related drainage, utility relocation, signalization, landscaping, lighting and signage; the construction of improvements and extensions to the City's water and wastewater system; and the payment of fiscal, engineering and legal fees incurred in connection therewith.

THE CERTIFICATES of this Series scheduled to mature on and after August 1, [2033] may be redeemed prior to their scheduled maturities, in whole, or in part in principal amounts of \$5,000 or any integral multiple thereof, at the option of the City, on August 1, [2032] or on any date thereafter, at the redemption price of par plus accrued interest to the date fixed for redemption. If less than all of the Certificates are to be redeemed by the City, the City shall determine the maturity or maturities and the amounts therewith to be redeemed and shall direct the Paying Agent/Registrar to call by lot Certificates, or portions thereof, within such maturity or maturities and in such principal amounts, for redemption; *provided*, that during any period in which ownership of the Certificates is determined only by a book entry at a securities depository for the Certificates, if fewer than all of the Certificates of the same maturity and bearing the same interest rate are to be redeemed, the particular Certificates of such maturity and bearing such interest rate shall be selected in accordance with the arrangements between the City and the securities depository.

A WRITTEN NOTICE OF redemption shall be sent to the registered owner of each Certificate or a portion thereof being called for redemption at least thirty (30) days prior to the date fixed for such redemption by depositing such notice in the United States mail, first-class postage prepaid, addressed to each such registered owner at his address shown on the Registration Books of the Paying Agent/Registrar. If such notice of redemption is mailed, and if due provision for such payment is made, all as provided above, this Certificate, or the portion hereof which is to be so redeemed, thereby automatically shall be redeemed prior to its scheduled maturity, and shall not bear interest after the date fixed for its redemption,

and shall not be regarded as being outstanding except for the right of the registered owner to receive the redemption price plus accrued interest to the date fixed for redemption from the Paying Agent/Registrar out of the funds provided for such payment. The Paying Agent/Registrar shall record in the Registration Books all such redemptions of principal of this Certificate or any portion hereof. If a portion of any Certificate shall be redeemed a substitute Certificate or Certificates having the same maturity date, bearing interest at the same rate, in any denomination or denominations in any integral multiple of \$5,000, at the written request of the registered owner, and in aggregate principal amount equal to the unredeemed portion thereof, will be issued to the registered owner upon the surrender thereof for cancellation, at the expense of the Issuer, all as provided in the Ordinance.

THE FOREGOING NOTWITHSTANDING, with respect to any optional redemption of the Certificates, unless certain prerequisites to such optional redemption required by the Ordinance have been met and money sufficient to pay the principal of, premium, if any, and interest on the Certificates to be redeemed will have been received by the Paying Agent/Registrar prior to giving such notice, such notice may state that the optional redemption will, at the option of the City, be conditional upon the satisfaction of such prerequisites and receipt of such money by the Paying Agent/Registrar on or prior to the date fixed for such redemption or upon any prerequisite set forth in the notice of redemption. If a notice of conditional redemption is given and such prerequisites to the redemption are not satisfied, such notice will be of no force and effect, the City will not redeem such Certificates and the Paying Agent/Registrar will give notice in the manner in which the notice of redemption was given, to the effect that such Certificates will not be redeemed.

ALL CERTIFICATES OF THIS SERIES are issuable solely as fully registered Certificates, without interest coupons, in the denomination of any integral multiple of \$5,000. As provided in the Ordinance, this Certificate may, at the request of the registered owner or the assignee or assignees hereof, be assigned, transferred, and exchanged for a like aggregate principal amount of fully registered Certificates, without interest coupons, payable to the appropriate registered owner, assignee, or assignees, as the case may be, having the same maturity date, and bearing interest at the same rate, in any denomination or denominations in any integral multiple of \$5,000 as requested in writing by the appropriate registered owner, assignee, or assignees, as the case may be, upon surrender of this Certificate to the Paying Agent/Registrar at its Designated Trust Office for cancellation, all in accordance with the form and procedures set forth in the Ordinance. Among other requirements for such assignment and transfer, this Certificate must be presented and surrendered to the Paying Agent/Registrar at its Designated Trust Office, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Certificate or any portion or portions hereof in any integral multiple of \$5,000 to the assignee or assignees in whose name or names this Certificate or any such portion or portions hereof is or are to be transferred and registered. The form of Assignment printed or endorsed on this Certificate may be executed by the registered owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Certificate or any portion or portions hereof from time to time by the registered owner. The one requesting such exchange shall pay the Paying Agent/Registrar's reasonable standard or customary fees and charges for exchanging any Certificate or portion thereof. The foregoing notwithstanding, in the case of the exchange of an assigned and transferred Certificate or Certificates or any portion or portions thereof, such fees and charges of the Paying Agent/Registrar will be paid by the Issuer. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment, transfer, or exchange as a condition precedent to the exercise of such privilege. In any circumstance, both the City and the Paying Agent/Registrar shall not be required (i) to make any such transfer or exchange during the period beginning at the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date; or (ii) to transfer or exchange any Certificates so selected for redemption when such redemption is scheduled to occur within forty-five (45) calendar days; provided, however, such

limitation of transfer shall not be applicable to an exchange by the registered owner of an unredeemed balance of a Certificate called for redemption in part.

WHENEVER the beneficial ownership of this Certificate is determined by a book entry at a securities depository for the Certificates, the foregoing requirements of holding, delivering or transferring this Certificate shall be modified to require the appropriate person or entity to meet the requirements of the securities depository as to registering or transferring the book entry to produce the same effect.

IN THE EVENT any Paying Agent/Registrar for the Certificates is changed by the Issuer, resigns, or otherwise ceases to act as such, the Issuer has covenanted in the Ordinance that it promptly will appoint a competent and legally qualified substitute therefor, and promptly will cause written notice thereof to be mailed to the registered owners of the Certificates.

IT IS HEREBY certified, recited and covenanted that this Certificate has been duly and validly authorized, issued, and delivered; that all acts, conditions, and things required or proper to be performed, exist, and be done precedent to or in the authorization, issuance, and delivery of this Certificate have been performed, existed, and been done in accordance with law; that this Certificate is a direct obligation of said Issuer, issued on the full faith and credit thereof; and that annual ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Certificate, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in said Issuer, in the manner provided in the Ordinance, and have been pledged for such payment, within the limit prescribed by law; and that a limited pledge (not to exceed \$1,000) of the surplus revenues from the operation of the City's combined waterworks and sewer system remaining after payment of all operation and maintenance expenses thereof and any other obligations heretofore or hereafter incurred to which such revenues have been or shall be encumbered by a lien on and pledge of such revenues superior to the lien on and pledge of such revenues to the Certificates, have been pledged as additional security for the Certificates.

BY BECOMING the registered owner of this Certificate, the registered owner thereby acknowledges all of the terms and provisions of the Ordinance, agrees to be bound by such terms and provisions, acknowledges that the Ordinance is duly recorded and available for inspection in the official minutes and records of the Issuer, and agrees that the terms and provisions of this Certificate and the Ordinance constitute a contract between the Issuer and each registered owner hereof.

IN WITNESS WHEREOF, this Certificate has been signed with the manual or facsimile signature of the Mayor of the City (or in the Mayor's absence, of the Mayor Pro-Tem of the City), attested by the manual or facsimile signature of the City Secretary, and the official seal of the Issuer has been duly affixed to, or impressed, or placed in facsimile, on this Certificate.

XXXXXXXX
City Secretary

XXXXXXXX
Mayor

(SEAL)

FORM OF PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

It is hereby certified that this Certificate has been issued under the provisions of the proceedings adopted by the City as described in the text of this Certificate; and that this Certificate has been issued in

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exchange for or replacement of a Certificate of an issue which originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated _____

The Bank of New York Mellon Trust Company, N.A.,
Paying Agent/Registrar

By _____
Authorized Representative

*FORM OF COMPTROLLER'S CERTIFICATE ATTACHED TO
THE CERTIFICATES UPON INITIAL DELIVERY THEREOF

OFFICE OF COMPTROLLER : REGISTER NO. _____
STATE OF TEXAS :

I hereby certify that this Certificate has been examined, certified as to validity, and approved by the Attorney General of the State of Texas, and that this Certificate has been registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS MY HAND and seal of office at Austin, Texas this _____.

(SEAL)

Comptroller of Public Accounts of
the State of Texas

FORM OF ASSIGNMENT

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

(Please insert Social Security or Taxpayer Identification Number of Transferee)

/ _____ /

(Please print or typewrite name and address, including zip code of Transferee)

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the within Certificate and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to register the transfer of the within Certificate on books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

NOTICE: The signature above must correspond with the name of the Registered Owner as it appears upon the front of this Certificate in every particular, without alteration or enlargement or any change whatsoever.

INITIAL CERTIFICATE INSERTIONS

The Initial Certificate shall be in the form set forth above, except that the form of the single fully registered Initial Certificate shall be modified as follows:

- (i) immediately under the name of the Certificate the headings "Maturity Date", "Interest Rate", "Delivery Date" and "CUSIP" shall be omitted; and
- (ii) Paragraph one shall read as follows:

Registered Owner: FHN FINANCIAL CAPITAL MARKETS

Principal Amount: _____

Delivery Date: SEPTEMBER 6, 2023

THE CITY OF WAXAHACHIE, TEXAS (the "Issuer"), being a political subdivision of the State of Texas, hereby promises to pay to the Registered Owner named above, or the registered assigns thereof, the Principal Amount hereinabove stated on August 1 in each of the years and in principal installments in accordance with the following schedule:

(Section 2 of the Ordinance)

and to pay interest thereon from the delivery date specified above, on February 1, 2024 and semiannually on each August 1 and February 1 thereafter to the maturity date specified above, or to the date of redemption prior to maturity, at the interest rate per annum specified above. Interest shall be calculated on the basis of a 360-day year consisting of twelve 30-day months.

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Memorandum

To: Honorable Mayor and City Council

From: Mark Malveaux, McCall, Parkhurst & Horton L.L.P.

Thru: Michael Scott, City Manager

Date: August 7, 2023

Re: Assignment of North Central Texas Housing Finance Corporation Bond Allocation to the Texas Department of Housing and Community Affairs

Recommended Motion: "I move to approve the Resolution approving assignment of private activity bond authority to Texas Department of Housing and Community Affairs and authorize the Mayor to execute any necessary documents."

Item Description: On August 7, 2023 a resolution approving assignment of private activity bond authority to Texas Department of Housing and Community Affairs will be presented to Council for consideration.

Item Summary: The State of Texas allocates a limited amount of tax-exempt bonds for local housing finance corporations (HFC) to finance mortgage loans for qualified first-time homebuyers in its jurisdiction. Because of scale and market conditions, local HFCs, such as the North Central Texas HFC, has been unable to issue bonds for this purpose. The Texas Department of Housing and Community Affairs (TDHCA) is one of the largest issuers of such mortgage bonds in the nation and has the scale, staffing, and expertise to issue bonds that finance competitive and below market mortgage loans to qualified first-time homebuyers.

TDHCA has agreed to accept the assignment of any local HFC's bond allocation and issue bonds to finance mortgage loans in the HFC's jurisdiction.

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North Central Texas HFC, for which the City of Waxahachie is a sponsor, wishes to partner with TDHCA so that it may issue bonds to finance mortgage loans within North Central HFC's jurisdiction, which includes the City of Waxahachie. Such an arrangement will put to use funds which have otherwise been unused and benefit qualified residents in the jurisdiction.

As part of this arrangement, each sponsor of the North Central HFC, must approve the assignment. The resolution that is being considered provides such approval.

RESOLUTION APPROVING ASSIGNMENT OF PRIVATE ACTIVITY BOND
AUTHORITY TO TEXAS DEPARTMENT OF HOUSING AND COMMUNITY
AFFAIRS; AND CONTAINING OTHER PROVISIONS RELATING TO THE
SUBJECT

WHEREAS, the North Central Housing Finance Corporation (the "Corporation") was created by Cities of Cedar Hill, Duncanville, Desoto, Lancaster, and Waxahachie, Texas and the Counties of Kaufman, Hunt, Ellis, Rockwall and Navarro, Texas (collectively, the "Sponsor") pursuant to the provisions of the Texas Housing Finance Corporations Act, as amended, formerly Article 1269I-7, Vernon's Annotated Texas Civil Statutes, and now codified as Texas Local Government Code, Chapter 394 (the "Act"); and

WHEREAS, by resolution adopted on June 6, 2023, the Corporation authorized filing with the Texas Bond Review Board an application for reservation of state ceiling for issuance of qualified mortgage revenue bonds in the maximum amount of \$54,000,000 (the "Reservation"); and

WHEREAS, by resolution adopted on June 6, 2023, the Board of Directors of the Corporation determined to delegate to the Texas Department of Housing and Community Affairs ("TDHCA"), pursuant to Chapter 394.032(e) of the Texas Local Government Code, the authority to act on its behalf in the financing, refinancing, acquisition, leasing, ownership, improvement, and disposal of certain home mortgages or residential developments, within and outside the jurisdiction of the Corporation, including its authority to issue bonds for those purposes; and

WHEREAS, as one of the governmental units that created the Corporation, the City Council of the City of Waxahachie, Texas (the "Governing Body") desires to approve the assignment of the Reservation to TDHCA in accordance with Chapter 1372.044 of the Texas Government Code; and

WHEREAS, the Governing Body desires to approve the Assignment Agreement in substantially the form attached as Exhibit A between the Corporation and TDHCA (the "Assignment Agreement"); and

WHEREAS, it is deemed necessary and advisable that this Resolution be adopted;

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WAXAHACIE, TEXAS THAT:

Section 1. The Governing Body specifically approves and consents to the assignment of the Reservation to TDHCA in accordance with Chapter 1372.044 of the Texas Government Code and approves the Assignment Agreement.

Section 2. The Mayor is hereby authorized, jointly and severally, to execute and deliver such endorsements, instruments, certificates, documents, or papers necessary and advisable to carry out the intent and purposes of this Resolution.

[Execution page follows]

(15)

PASSED AND APPROVED this _____.

Secretary

Exhibit A

ASSIGNMENT AGREEMENT

This **ASSIGNMENT AGREEMENT** (this "**Agreement**") is made as of the ____ day of _____, 20__ by and between **NORTH CENTRAL TEXAS HOUSING FINANCE CORPORATION** ("**HFC**"), a Texas non-profit housing finance corporation and the **TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS** ("**TDHCA**"), a public and official agency of the State of Texas.

RECITALS:

A. HFC has been duly created and organized pursuant to and in accordance with the provisions of the Texas Housing Finance Corporations Act, as amended, Texas Local Government Code, Chapter 394 (the "**Act**"), for the purpose of providing a means of financing the costs of residential ownership and development that will provide decent, safe and sanitary housing for persons of low and moderate income at prices they can afford.

B. The Act authorizes HFC to issue bonds for the purpose of obtaining funds to finance home mortgage loans (or participation interests therein) for persons of low and moderate income for homes within the geographic limits of Cities of Cedar Hill, Duncanville, Desoto, Lancaster, and Waxahachie, Texas and the Counties of Kaufman, Hunt, Ellis, Rockwall and Navarro, Texas.

C. Section 103 and Section 143 of the Internal Revenue Code of 1986, as amended (the "**Code**"), provide that the interest on obligations issued by or on behalf of a state or a political subdivision thereof the proceeds of which are to be used to finance owner-occupied residences shall be excludable from gross income of the owners thereof for federal income tax purposes if such issue meets certain requirements set forth in Section 143 of the Code.

D. Section 146(a) of the Code requires that certain "private activity bonds" (as defined in Section 141(a) of the Code) must come within the issuing authority's private activity bond limit for the applicable calendar year in order to be treated as obligations the interest on which is excludable from the gross income of the holders thereof for federal income tax purposes.

E. The private activity bond "State ceiling" (as defined in Section 146(d) of the Code) applicable to the State of Texas (the "**State**") is subject to allocation, in the manner authorized by Section 146(e) of the Code, pursuant to Chapter 1372, Texas Government Code, as amended (the "**Allocation Act**").

F. The Allocation Act requires HFC, in order to reserve a portion of the State ceiling for qualified mortgage bonds and satisfy the requirements of Section 146(a) of the Code, to file an application for reservation (an "**Application for Reservation**") with the Texas Bond Review Board (the "**Bond Review Board**"), stating the maximum amount of the bonds requiring an allocation, the purpose of the bonds and the section of the Code applicable to the bonds.

G. The Allocation Act and the rules promulgated thereunder by the Bond Review Board (the "**Allocation Rules**") require that an Application for Reservation be accompanied by a copy of the certified resolution of the issuer authorizing the filing of the Application for Reservation.

H. By resolution adopted on June 6, 2023, HFC authorized the filing of an Application for Reservation with the Bond Review Board in the maximum amount of \$50,000,000 with respect to qualified mortgage bonds, and the Bond Review Board has issued or is expected to issue a reservation of "State Ceiling" in connection with such Application for Reservation (the "**Reservation**").

I. HFC has determined to (a) delegate to TDHCA HFC's authority to issue bonds or mortgage credit certificates ("**MCCs**") for the purposes specified above, pursuant to Section 394.032(e) of the Act, which provides that "a housing finance corporation may delegate to the Texas Department of Housing and Community Affairs the authority to act on its behalf in the financing, refinancing, acquisition, leasing, ownership, improvement, and disposal of home mortgages or residential developments, within and outside the jurisdiction of the housing finance corporation, including its authority to issue bonds for those purposes," and (b) assign the Reservation to TDHCA, pursuant to Section 1372.044 of the Texas Government Code.

J. HFC was created by Cities of Cedar Hill, Duncanville, Desoto, Lancaster, and Waxahachie, Texas and the Counties of Kaufman, Hunt, Ellis, Rockwall and Navarro, Texas (collectively, the "**Sponsor**") pursuant to the Act.

K. As the governmental unit that created HFC, the Sponsor has approved the assignment of the Reservation to TDHCA in accordance with Section 1372.044 of the Texas Government Code.

NOW THEREFORE, in consideration of the foregoing and the mutual representations, warranties, covenants and conditions contained herein, the parties hereto hereby agree as follows:

1. **Assignment.** HFC hereby assigns, conveys and transfers to TDHCA, to the full extent assignable under applicable law, all of HFC's right, title and interest in, to and under the Reservation (the "**Assignment**"), including without limitation, the right to file a carryforward designation request and to elect to use the Reservation to issue MCCs. The Assignment is irrevocable and applies only to the Reservation for the 2023 program year.

2. **Consents.** HFC agrees to obtain and deliver to TDHCA, such consents to the Assignment of the Reservation as may be required.

3. **Expenses.** TDHCA shall be responsible for payment of all fees and expenses incurred from and after the date of this Agreement with respect to the Reservation, including any carryforward application fee and/or closing fees payable to the Bond Review Board.

4. **Agreement.** In exchange for the Assignment, TDHCA agrees to originate in the geographic service area of HFC (a) mortgage loans that are eligible for pooling into mortgage certificates and purchase by the trustee for one or more series of tax-exempt bonds issued by TDHCA ("**Pooled Loans**"), and/or (b) My First Texas Home Combo Loans with MCCs ("**Combo Loans**", and referred to herein together with the Pooled Loans collectively as "**HFC Loans**"), until an aggregate amount of \$50,000,000 of HFC Loans (accounting for the amount of Pooled Loans originated, pooled and purchased by the trustee, and the combined total mortgage loan principal amount of the Combo Loans) have been originated or issued, respectively. HFC Loans will be originated on a first-in, first-out basis.

5. **Fees.** TDHCA will pay an ongoing fee of 4.75 basis points (collectively, "**HFC Fees**") of the aggregate outstanding balance of HFC Loans that have been pooled into mortgage-backed securities or for which an MCC has been issued. HFC Fees will be paid for a period of 10 years for each HFC Loan originated under this Agreement and purchased by the trustee that is not more than 30-days delinquent at the time an HFC Fee is calculated. The outstanding balance of HFC Loans will be reduced monthly to reflect principal repayments and prepayments (including foreclosures of HFC Loans). HFC Fees cease to accrue with respect

to any HFC Loan once that HFC Loan has been repaid or prepaid. HFC Fees will be paid annually, in accordance with payment instructions to be provided by HFC.

6. **Reporting** Once HFC Loans have been pooled into mortgage-backed securities or an MCC has been issued, TDHCA will provide quarterly loan level detail with respect to the outstanding loan balances; no personally identifiable information will be included.

7. **Governing Law**. This Agreement shall be governed by and enforced in accordance with the laws of the State of Texas.

8. **Severability**. The invalidity, illegality or unenforceability of any provision of this Agreement shall not affect the validity, legality or enforceability of any other provision, and all other provisions shall remain in full force and effect.

9. **Entire Agreement; Amendment and Waiver**. This Agreement contains the complete and entire understanding of the parties with respect to the matters covered herein. This Agreement may not be amended, modified or changed, nor shall any waiver of any provision hereof be effective, except by a written instrument signed by the party against whom enforcement of the waiver, amendment, change, or modification is sought, and then only to the extent set forth in that instrument. No specific waiver of any of the terms of this Agreement shall be considered as a general waiver.

10. **Counterparts**. This Agreement may be executed in one or more counterparts, each of which is an original and all of which together constitute one and the same Agreement. Electronically transmitted counterparts shall be deemed originals.

[Execution pages follow]

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Agreement to be effective as of the date first set forth above.

**NORTH CENTRAL TEXAS HOUSING
FINANCE CORPORATION**

By: _____

Name: _____

Title: _____

**TEXAS DEPARTMENT OF HOUSING AND
COMMUNITY AFFAIRS**

By: _____


Name: _____

Title: _____

(16)



Memorandum

To: Honorable Mayor and City Council
From: Joe Wiser, Chief of Police
Thru: Michael Scott, City Manager 
Date: August 7, 2023
Re: Resolution Regarding Multiple Use Agreement TXDOT Flock Camera System

The Waxahachie Police Department has received two Flock Safety Cameras by way of a generous grant from Walmart Inc. The camera system is designed to assist law enforcement in detecting crimes by recording vehicle information related to license plates, color, make and model. The system utilizes cutting edge technology and will be linked to other law enforcement departments in our region.

Installation of the cameras requires our department to enter into a Multiple Use Agreement with the Texas Department of Transportation, (TXDOT). That agreement is provided for your review along with information on the camera system. TXDOT has asked for a resolution on behalf of City Council showing consent of the agreement.

I respectfully request your consideration and support for the resolution and I thank you in advance.

RESOLUTION NO. _____

A RESOLUTION APPROVING A MULTIPLE USE AGREEMENT BETWEEN THE WAXAHACHIE POLICE DEPARTMENT AND THE TEXAS DEPARTMENT OF TRANSPORTATION (“STATE”) FOR THE MAINTENANCE AND OPERATION OF A PUBLIC INSTALLATION OF FIXED LICENSE PLATE RECOGNITION SYSTEM; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the Waxahachie Police Department (“Police Department”) has received a grant that will allow for the purchase of two (2) Flock Safety Cameras made available by the generosity of Walmart Inc.; and

WHEREAS, the Police Department has asked the State to permit the construction, maintenance and operation of a public installation of fixed license plate recognition system on the highway right of-way (1206 and 1439 N Hwy 77 Control Section No. 32.4186538-96.84040452 and 32.4238961-96.83982345); and

WHEREAS, the City of Waxahachie, (“City”), strives to provide for the safety and protection of its citizens and visitors by pursuing all available means of enhancing public safety preparedness and operational capabilities; and

WHEREAS, the Waxahachie City Council (City Council) has been provided with material intended to inform the City Council as to the purposes and uses of the Flock Safety Camera System and the application of the license plate reader system; and

WHEREAS, the City Council agrees the license plate reader cameras are a deterrent to crime and provide leads for law enforcement detectives; and

WHEREAS, the City Council agrees to the terms of the Multiple Use Agreement (Exhibit “A”) entered in to by the Police Department and the State;

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

Section 1. The above and foregoing premises are true and correct and are incorporated herein and made part of hereof for all purposes.

Section 2. The City Council hereby authorizes the Police Department to enter in to the Multiple Use Agreement with the State for purposes of maintaining and operating the Flock Safety Camera System. The City Manager is hereby authorized to take all action necessary to comply with this resolution.

This resolution shall take effect immediately from and after its passage, and it is duly resolved.

APPROVED AND ADOPTED ON THIS XXTH DAY OF AUGUST, 2023.

David Hill, Mayor

ATTEST:

Amber Villarreal, City Secretary

(17)



Memorandum

To: Honorable Mayor and City Council
From: James Gaertner, PE, Executive Director of Public Works & Utilities
Thru: Michael Scott, City Manager *[Signature]*
Date: August 7, 2023
Re: Consider Approval of Chip Seal Paving of Broadhead Road Project via Interlocal Agreement between the City of Waxahachie and Ellis County

Motion: "I move to approve the Chip Seal Paving of Broadhead Road Project via interlocal agreement between City of Waxahachie and Ellis County and authorize the City Manager to execute all required documents."

Item Description: Consider Chip Seal paving of Broadhead Road utilizing Ellis County equipment, materials and man power via an interlocal agreement between the City and Ellis County at a cost of \$107,730. The city council approved an interlocal agreement between the city and county early this fiscal year (October 2022).

Item Summary: Ellis County provided a quote to reclaim and resurface Broadhead Road with 2-course chip and seal, and stabilize 8-inch subgrade with a product called Earthlok. The limits of this project is to resurface 3,800 linear feet of Broadhead from April Lane to the northern city limits (north of the Sunrise of Garden Valley subdivision).

Fiscal Impact: The Broadhead Road Chip & Seal Resurfacing Improvements will cost \$107,730 and will be funded from the approved Streets Department Operating Budget.

(18)



Memorandum

To: Honorable Mayor and City Council

From: Chad Tustison, Finance Director

Thru: Michael Scott, City Manager

Date: August 7, 2023

Re: Consider Setting Proposed Tax Rate and Dates for Public Hearing

Recommended Motion: "I move to consider a property tax rate of 61 cents and set the date, time, and place for a public hearing for August 29 at 5:30 pm at City Hall Council Chambers."

Item Summary: As part of the annual budget process, Chapter 26 of the Property Tax code requires taxing units to comply with truth-in-taxation laws in adopting their tax rates. This item meets the requirement for the City Council to set the proposed rate for future consideration and adoption, set the public hearing date and time, and place an item on a future Council agenda to vote on the tax rate necessary to fund the Fiscal Year (FY) 2024 Annual Budget.

The FY 2024 Proposed Budget includes a proposed tax rate of \$0.61000 (M&O rate: \$0.37970, Interest & Sinking Rate: \$0.23030). This represents a decrease of two cents from the current rate of \$0.63000. The proposed tax rate recommended in the FY 2024 Budget provides additional funding for operating costs to keep up with growth and to fund capital needs throughout the City. The proposed rate exceeds the no-new-revenue rate of \$0.538795 but does not exceed the voter-approval tax rate of \$0.610229. When the proposed rate exceeds the no-new-revenue rate or voter-approval rate, state statute requires a public hearing be held on the proposed tax rate, specific publications, and dates of scheduled adoption.

(18)

Staff recommends that the City Council take a record vote to propose an ad valorem tax rate of \$0.610000 for FY 2024 and schedule a public hearing for Tuesday, August 29 at 5:30 PM. The City Council will consider adoption of the tax rate and budget for FY 2024 on September 5 at 7:00 PM. Both meetings will be held in City Council Chambers, 401 S. Rogers St.