

A G E N D A

A regular meeting of the Mayor and City Council of the City of Waxahachie, Texas to be held in the Council Chamber at City Hall, 401 S. Rogers, Waxahachie, Texas, on ***Monday, April 18, 2022 at 7:00 p.m.***

Council Members: Doug Barnes, Mayor, Council Member Place 2
Billie Wallace, Mayor Pro Tem, Council Member Place 4
David Hill, Council Member Place 1
Melissa Olson, Council Member Place 3
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 April 4, 2022
 - b. Minutes of the City Council briefing of April 4, 2022
 - c. Event application for Worship at the Railyard to be held April 29, 2022
 - d. Waxahachie Arts Council Board Member Appointment
 - e. Professional Services Agreement with Kimley-Horn Associates in the amount of \$275,000 for the design and construction plan preparation for Wilmington Street Improvements
 - f. Professional Services Agreement with Binkley and Barfield in the amount of \$257,150 for the design and construction plan preparation for University Street Improvements
6. ***Public Hearing*** on a request by Angela Hunt, Munsch Hardt Kopf & Harr, for a Zoning Change to Amend Ordinance No. 2302 for the Villages of Mustang Creek to increase the Maximum Lot Coverage from 35% to 50% by primary and accessory structures in the remaining North Tract, East Tract and Central Tract East located at Hwy 287 and Parks School House Rd (Property ID 180362 & 180365) - Owner: ARDEN GROUP, LLC (ZDC-32-2022)

7. **Consider** proposed Ordinance approving ZDC-32-2022
8. **Consider** proposed Ordinance re-establishing classified positions under Civil Service
9. **Discuss**, consider and act to authorize the Mayor of the City to execute the North Grove Public Improvement District Improvement Area #3 Reimbursement Agreement with GRBK Edgewood LLC.
10. **Discuss**, consider and act on approving a Resolution of the City Of Waxahachie, Texas determining the costs of certain authorized improvements to be financed by the North Grove Public Improvement District; approving an updated preliminary service plan and assessment plan, including proposed assessment roll for Improvement Area #3; calling and noticing a public hearing for May 16, 2022 to consider an ordinance levying assessments on property located within Improvement Area #3 of the North Grove Public Improvement District; directing the filing of the proposed assessment roll with the City Secretary to make available for public inspection; directing City staff to publish and mail notice of said public hearing; and resolving other matters incident and related thereto
11. Comments by Mayor, City Council, City Attorney and City Manager
12. Adjourn

The City Council reserves the right to go into Executive Session on any posted item. 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

City Council
April 4, 2022

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, April 4, 2022 at 7:00 p.m.

Council Members Present: Doug Barnes, Mayor, Council Member Place 2
Billie Wallace, Mayor Pro Tem, Council Member Place 4
David Hill, Council Member Place 1
Melissa Olson, Council Member Place 3
Travis Smith, Council Member Place 5

Others Present: Michael Scott, City Manager
Albert Lawrence, Deputy City Manager
Shon Brooks, Executive Director of Development Services
Gumaro Martinez, Executive Director Park & Leisure Services
Richard Abernethy, Director of Administrative Services
Robert Brown, City Attorney
Amber Villarreal, City Secretary

1. Call to Order

Mayor Doug Barnes called the meeting to order.

2. Invocation

3. Pledge of Allegiance and Texas Pledge of Allegiance

Pastor Adrian Cooper, Legacy Life Church, gave the invocation. Mayor Pro Tem Billie Wallace led the Pledge of Allegiance and the Texas Pledge of Allegiance.

4. Public Comments

None

5. Consent Agenda

- a. Minutes of the City Council meeting of March 21, 2022
- b. Minutes of the City Council briefing of March 21, 2022
- c. Event application for Old Time American Music event to be held May 21, 2022
- d. Event application for Spook Out Homelessness event to be held October 22, 2022
- e. Renewal of Facilities Maintenance Agreement with AHI Facility Services, Inc.
- f. Service Contract with Andale Construction, Inc. for High Density Mineral Bond Seal, Pavement Preservation

Action:

Mayor Pro Tem Billie Wallace moved to approve items a. through f. on the Consent Agenda. Council Member Melissa Olson seconded, All Ayes.

6. Recognize Downtown Waxahachie as a Great Neighborhood for the 2022 Great Places in Texas program

Senior Director of Planning Jennifer Pruitt presented the Mayor and City Council with an award on behalf of the Texas Chapter of the American Planning Association. She explained, Downtown Waxahachie was selected as a Great Neighborhood for the 2022 Great Places in Texas program. The TXAPA chapter is proud to recognize our Great Neighborhood as an example of planning excellence in the state of Texas. Downtown Waxahachie is one of six Cities selected for this prestigious award. This year the selection process was competitive, and many places were nominated for this distinct designation. While many of the nominated places were good examples of planning, those selected for designation illustrate most effectively what it means to be a “great” place, including design, functionality, sustainability, character, quality, and community participation.

Mayor Barnes thanked Ms. Pruitt, Downtown Development Director Anita Simpson, and Executive Director of Development Services Shon Brooks.

7. Public Hearing on a request by Brandon Layman, 7 Brew Drive-Thru Coffee, for a Specific Use Permit (SUP) for a Drive-Through Establishment use within a Planned Development-42-Commercial (PD-42-C) zoning district located East of Highway 77 and North of Country Meadows Blvd (Property ID 224192) - Owner: WILLIAM C & SALLY R ESTES LIVING TRUST (ZDC-22-2022)

Ms. Pruitt presented the case noting the applicant is requesting approval of a Specific Use Permit (SUP) to allow a drive-through establishment (7 Brew Coffee) on 0.597 acres. Staff and the Planning and Zoning Commission recommended approval subject to the following staff comments:

1. A mutually agreed upon Development Agreement will be required for the development.
2. All necessary building permits will need to be issued by the City of Waxahachie Building and Community Services Department prior to construction on the site.
3. The applicant shall incorporate at least one (1) crape myrtle into the Landscape Plan.

Ms. Pruitt reviewed the elevation façade option 1 as proposed by the applicant. The operational plan will consist of a drive-through concept only without inside dining. Ms. Pruitt explained the proposal meets or exceeds all City landscaping requirements and the applicant has agreed to add four (4) crape myrtle trees to the Landscape Plan.

Mayor Barnes opened the Public Hearing.

There being no others to speak for or against ZDC-22-2022, Mayor Barnes closed the Public Hearing.

Council Member Travis Smith asked if approval of this business will hinder development of the adjacent land and Ms. Pruitt explained there will be an access easement between the lots to allow for future development.

8. Consider proposed Ordinance approving ZDC-22-2022

ORDINANCE NO. 3321

AN ORDINANCE AUTHORIZING A SPECIFIC USE PERMIT (SUP) TO PERMIT A DRIVE THROUGH ESTABLISHMENT USE WITHIN A PLANNED DEVELOPMENT-42-COMMERCIAL (PD-42-C) ZONING DISTRICT, LOCATED NORTH OF 1760 N US HIGHWAY 77, AT THE INTERSECTION OF COUNTRY MEADOWS BOULEVARD & N US HIGHWAY 77, BEING A PORTION OF PROPERTY ID 224192, IN THE CITY OF WAXAHACHIE, ELLIS COUNTY, TEXAS, BEING LOT 1, BLOCK A, IN THE 7 BREWS ADDITION SUBDIVISION, AND ORDERING THE CHANGING OF THE ZONING MAP THEREOF IN ACCORDANCE WITH SAID CHANGE.

Action:

Mayor Pro Tem Billie Wallace moved to approve Ordinance No. 3321. Council Member Melissa Olson seconded, All Ayes.

9. Consider Development Agreement for ZDC-22-2022

Action:

Mayor Pro Tem Billie Wallace moved to approve a Development Agreement for ZDC-22-2022. Council Member Melissa Olson seconded, All Ayes.

10. Consider the approval of a ground lease and construction agreement with Don Jackson Construction Company, Inc. for the development of six new private box hangars at Mid-Way Regional Airport

Richard Abernethy, Director of Administrative Services, requested approval of a ground lease and construction agreement with Don Jackson Construction Company, Inc. for the development of six new private box hangars at Mid-Way Regional Airport. He explained the Airport Board advertised a Request for Proposal for Private Investment for new hangar development and received three proposals. The Airport Board unanimously recommended approval of the ground lease and construction agreement at their February 10, 2022 meeting. Don Jackson Construction Company, Inc. will construct six private box hangars, infrastructure for a new taxiway, and parking solely at their expense. He explained this a private development on land at the Airport and there is no cost to the City of Waxahachie or City of Midlothian and the Airport will receive revenue from the resale of the hangars as well as annual revenue from the ground lease.

Action:

Mayor Pro Tem Billie Wallace moved to approve a ground lease and construction agreement with Don Jackson Construction Company, Inc. for the development of six new private box hangars at Mid-Way Regional Airport. Council Member Melissa Olson seconded, All Ayes.

Council Member Travis Smith thanked the Airport Board for their work expanding at the airport without fiscally impacting either cities.

11. Consider supplemental appropriation for two replacement outdoor warning sirens

Thomas Griffith, Emergency Management Coordinator, requested approval of a budget amendment to purchase two new outdoor warning sirens and a control unit. He explained the new

sirens will replace a malfunctioned siren located at Lee Penn Park and the other at Estes Electric on FM 66.

Action:

Mayor Pro Tem Billie Wallace moved to approve a supplemental appropriation for two replacement outdoor warning sirens in the amount of \$63,700. Council Member Melissa Olson seconded, All Ayes.

12. Consider request for additional funding for the construction of Fire Station 4

Fire Chief Ricky Boyd requested approval of additional funding for the construction of Fire Station 4 in the amount of \$3,650,000 due to the increased cost in construction. He explained Fire Station 4 has been planned for several years and staffing has been phased in through previous years in preparation for its opening.

Action:

Mayor Pro Tem Billie Wallace moved to approve a additional funding for the construction of Fire Station 4 in the amount of \$3,650,000. Council Member Travis Smith seconded, All Ayes.

13. Consider Professional Services Agreement Amendment with Kimley Horn for design and construction oversight related services for the Wastewater Treatment Plant Improvement Project Change Order No. 10

James Gaertner, Director of Engineering and Public Works, requested approval of a contract amendment in the amount of \$273,610 to the engineering services and construction management contract with Kimley-Horn for the Jefferson Lift Station Capacity Expansion. He explained this item is a companion to the Bar Constructors Change Order #10 for this project. This project will be funded through Coronavirus Local Fire Fiscal Recovery Funds (CLFRF).

Action:

Mayor Pro Tem Billie Wallace moved to approve a professional services agreement amendment with Kimley-Horn for design and construction oversight related services for the Wastewater Treatment Plant Improvement Project Change Order No. 10 in the amount of \$273,610. Council Member Melissa Olson seconded, All Ayes.

14. Consider approving Change Order No. 10 for the Wastewater Treatment Plant Improvement Project to BAR Constructors

Action:

Mayor Pro Tem Billie Wallace moved to approve Change Order No. 10 for the Wastewater Treatment Plant Improvement Project to Bar Constructors. Council Member Melissa Olson seconded, All Ayes.

15. Consider approving Change Order No. 1 with Clark Electric, Inc. for the Raw Water Pump Station No. 2 Generator and Howard Road Water Treatment Plant Electrical Improvements Project

Mr. Gaertner requested approval of Change Order No. 1 with Clark Electric, Inc. to add two backwash pump variable frequency drives in association with the Howard Road SWTP High Service Electrical Improvements and Raw Water Pump Station No. 2 Generator Project in the amount of \$91,822.

Action:

Mayor Pro Tem Billie Wallace moved to approve Change Order No. 1 with Clark Electric, Inc. for the Raw Water Pump Station No. 2 Generator and Howard Road Water Treatment Plant Electrical Improvements Project in the amount of \$91,822. Council Member Melissa Olson seconded, All Ayes.

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

Mayor Pro Tem Billie Wallace thanked City Manager Michael Scott and City employees for the quick response on citizen issues and requested repairs.

City Manager Michael Scott thanked City Council for their support on the City projects presented. He announced the City Council retreat will be held April 25th and April 26th at the Waxahachie Civic Center. Mr. Scott thanked Senior Director of Planning Jennifer Pruitt for their effort in applying for the APA award.

Council Member Travis Smith thanked Gumaro Martinez, Executive Director of Parks and Leisure Services and Police Chief Wade Goolsby for their work on repairing the Cemetery vandalism. He thanked Deputy City Manager Albert Lawrence for his accessibility and responsiveness to Council concerns. Mr. Smith announced the Crossroads of Texas Film and Music Festival will be April 28-30, 2022.

Deputy City Manager Albert Lawrence recognized the Convention and Visitors Bureau staff noting the Chamber of Commerce President thanked them for all their work in helping him with his first year. Mr. Lawrence recognized all City staff for their willingness to go above and beyond for our City.

Executive Director of Development Services Shon Brooks thanked James Gaertner, Director of Public Works and Engineering, for his assistance presenting the Utilities' agenda items.

17. Adjourn

There being no further business, the meeting adjourned at 7:27 p.m.

Respectfully submitted,

Amber Villarreal
City Secretary

City Council
April 4, 2022

A briefing session of the Mayor and City Council of the City of Waxahachie, Texas was held in the City Council Conference Room at City Hall, 401 S. Rogers, Waxahachie, Texas, on Monday, April 4, 2022 at 6:00 p.m.

Council Members Present: Doug Barnes, Mayor, Council Member Place 2
Billie Wallace, Mayor Pro Tem, Council Member Place 4
David Hill, Council Member Place 1
Melissa Olson, Council Member Place 3
Travis Smith, Council Member Place 5

Others Present: Michael Scott, City Manager
Albert Lawrence, Deputy City Manager
Shon Brooks, Executive Director of Development Services
Gumaro Martinez, Executive Director Park & Leisure Services
Richard Abernethy, Director of Administrative Services
Robert Brown, City Attorney
Amber Villarreal, City Secretary

1. Call to Order

Mayor Doug Barnes called the meeting to order.

2. Conduct a briefing to discuss items for the 7:00 p.m. regular meeting

City Manager Michael Scott reviewed the following agenda items:

- Item 5c, approving event application for Old Time American Music event to be held May 21, 2022.
- Item 5d, approving event application for Spook Out Homelessness event to be held October 22, 2022.
- Item 5e, renewal of Facilities Maintenance Agreement with AHI Facility Services, Inc. for continued cleaning services for City facilities. He noted the City will bid the contract again once the City Hall Annex is built.

Jennifer Pruitt, Senior Director of Planning, reviewed the following items:

- Item 6, the Texas Chapter of the American Planning Association recognized Downtown Waxahachie as a *Great Neighborhood* for the 2022 Great Place in Texas Program.
- Item 7, 8, and 9, ZDC-22-2022, the applicant is requesting approval of a Specific Use Permit (SUP) to allow a drive-through establishment (7 Brew Coffee) on 0.597 acres and staff recommends approval per staff comments. Ms. Pruitt reviewed the elevation façade option 1 provided by the applicant noting staff and the Planning and Zoning Commission recommends approval subject to staff comments. The establishment will have two lanes and meets City requirements for stacking as well as providing an escape lane. The applicant provided four (4) crape myrtle trees to the landscape plan as requested by the Planning and Zoning Commission.

Richard Abernethy, Director of Administrative Services, explained the Airport advertised a Request for Proposal for Private Investment for new hangar development and received three proposals. He explained the proposals were thoroughly reviewed and the Airport selected Don Jackson Construction Company, Inc. Mr. Abernethy explained the terms of the agreement include issuing a \$0.30 per square foot ground lease to Don Jackson Construction, Inc. for 30 years and a construction agreement for the company to construct six private box hangars with a value of \$1,102,264. Don Jackson Construction Company, Inc. will also construct infrastructure for a taxiway and parking solely at their expense. The Airport will receive revenue from the resale of the hangars (6% appraised value) and annual revenue from the ground lease (\$0.30 per sf initially with escalation over time).

Deputy City Manager Albert Lawrence explained the City of Midlothian's Purchasing Department assisted with the advertisement and review and the legal team worked with Don Jackson Construction Company, Inc. to develop the lease agreement.

Council Member Melissa Olson inquired about the private development on city property and Mr. Abernethy explained the land will still belong to the Airport and the hangars can be sold by the developer.

Mayor Pro Tem Billie Wallace thanked staff for their work on this project to build more hangars without adding an expense to the cities of Waxahachie and Midlothian.

Thomas Griffith, Emergency Management Coordinator, reviewed Item 11 and explained during the monthly testing two sirens failed. The service company advised staff that the motors have malfunctioned and it would be more economical and reliable to replace the units rather than try to repair them. The request is for additional funding to replace the sirens at Lee Penn Park and Estes Electric on FM 66 in the amount of \$63,700.

City Manager Michael Scott explained the sirens will offer new technology.

Fire Chief Ricky Boyd, reviewed Item 12 requesting a supplemental appropriation in the amount of \$3,650,000 to fund shortfall for the construction of Fire Station 4 due to the increased cost in construction. He explained Fire Station 4 has been planned for several years and staffing has been phased in through previous years in preparation for its opening. Through value-engineering, staff, the architect, and the Construction Manager at Risk have taken advantage of every available cost savings opportunity that will not adversely affect the long-range usability and durability of the station.

Mayor Pro Tem Billie Wallace inquired about the construction time and the Construction Manager at Risk noted it should take about 14 months to complete.

Council Member Travis Smith asked how the fund balance will be affected and Mr. Scott explained there is a healthy fund balance available and sales tax has been very positive.

Mayor Barnes asked if the new station will increase the City's ISO rating and Chief Boyd stated it should. Mayor Barnes explained the new station is needed with all the expected growth on the west side of Waxahachie.

City Council
April 4, 2022
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James Gaertner, Director of Public Works and Engineering, reviewed the following items:

- Item 5f, requesting approval of a Service Contract with Andale Construction, Inc. for High Density Mineral Bond Seal for asphalt pavement preservation in the amount of \$142,569.30. He explained the application will extend the life of the pavement and protects the asphalt from water infiltration and UV deterioration.
- Item 13, requesting approval of an amendment to the Professional Services contract with Kimley-Horn for the Jefferson Lift Station Capacity Expansion in association with the Wastewater Treatment Plant Improvements Phase 1 Project in the amount of \$273,610.
- Item 14, this is a companion change order, in the amount of \$5,242,554, to the Kimley-Horn Professional Services contract.

Mr. Scott explained the change order requests for the Jefferson Lift Station Capacity Expansion are in line with City Council's direction for use of the COVID relief funds.

- Item 15, requesting approval to add two backwash pump variable frequency drives to the current construction contract with Clark Electric in association with the Howard Road SWTP High Service Electrical Improvements and Raw Water Pump Station No. 2 Generator Project in the amount of \$91,822. He explained the improvements are critical and necessary.

3. Adjourn

There being no further business, the meeting adjourned at 6:39 p.m.

Respectfully submitted,

Amber Villarreal
City Secretary

(5c)



Application for a Festival or Event Permit

Event Name and Description: Worship At the Rail yard

Applicant Information

Name: Brett Roberts

Address: 5089 April Ln

City, State, Zip: Waxahachie TX 75165 Phone: 469 537-5415

E-mail Address: _____

Organization Information

Organization Name: Worship collective Elk's co.

Address: 5089 April Ln. Waxahachie TX

Authorized Head of Organization: Brett Roberts 75165

Phone: 469-537-5415 E-mail Address: _____

Event Chairperson/Contact

Name: Brett

Address: 5089 April Ln

City, State, Zip: Waxahachie TX 75165 Phone: 469 537 5415

E-mail Address: bummel

Event Information

Event Location/Address: Railyard Park 455 S. College St. Waxahachie

Purpose: To connect the local church & praise Jesus

Event Start Date and Time: 7pm 4/29/22

Event End Date and Time: 10pm 4/29/22

(5c)

Approximate Number of Persons Attending Event Per Day: 300

Site Preparation and Set-Up Date and Time: 11 AM 4-29-2022

Clean-Up Completion Date and Time: 10:30 PM

List all activities that will be conducted as a part of this event including street closures, traffic control, vendor booths, etc. Include any requests for city services.

Requested City Services: Turning lights on + power access

Will food and/or beverages be available and/or sold? YES/NO

If yes, contact the City Health Inspector, (469) 309-4134, for permitting requirements and compliance.

*Will alcohol be available and/or sold? YES/NO

If yes, will the event be in the Historic Overlay District? YES/NO

Will dumpsters be needed? NO

Will an Unmanned Aircraft Systems Unit (drone) be used? YES/NO If so, provide a copy of the current FAA License.

Please submit a site plan showing the layout of the event including equipment, stages, and street locations.

I, THE UNDERSIGNED APPLICANT, AGREE TO INDEMNIFY AND HOLD HARMLESS THE CITY OF WAXAHACHIE, ITS OFFICERS, EMPLOYEES, AGENTS, AND REPRESENTATIVES AGAINST ALL CLAIMS OF LIABILITY AND CAUSES OF ACTION RESULTING FROM INJURY OR DAMAGE TO PERSONS OR PROPERTY ARISING OUT OF THE SPECIAL EVENT. 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.

Signature of Applicant

Date

* Please note that approval of this permit does not replace/modify compliance with all applicable state laws as specified by the Texas Alcoholic Beverage Commission (TABC).

Bonner, Jami

From: Skistimas, Kelly
Sent: Friday, April 1, 2022 10:35 AM
To: Me'Lony Jordan; Bonner, Jami; Martinez, Gumaro; Barnes, Bradley; Campos, Yadira; Brooks, Shon; Mosley, Laurie
Cc: Lawrence, Albert; Scott, Michael; Villarreal, Amber; Crocker, Clarice
Subject: RE: Event Application - Worship at the Railyard

From the applicant:

Actually we just want have the music. I meant change the request.

Brett Roberts

Kelly Skistimas
 Cultural Arts and Programming Manager
 City of Waxahachie
 Office: 469.309.4051
 Cell: 214.463.7815



From: Me'Lony Jordan <mjordan@waxahachie.com>
Sent: Wednesday, March 30, 2022 3:16 PM
To: Bonner, Jami <jami.bonner@waxahachie.com>; Skistimas, Kelly <kelly.skistimas@waxahachie.com>; Martinez, Gumaro <gmartinez@waxahachie.com>; Barnes, Bradley <bradley.barnes@waxahachie.com>; Campos, Yadira <ycampos@waxahachie.com>; Brooks, Shon <sbrooks@waxahachie.com>; Mosley, Laurie <lmosley@waxahachiecvb.com>
Cc: Lawrence, Albert <alawrence@waxahachie.com>; Scott, Michael <msscott@waxahachie.com>; Villarreal, Amber <avillarreal@waxahachie.com>; Crocker, Clarice <ccrocker@waxahachie.com>
Subject: RE: Event Application - Worship at the Railyard

Will the food be provided by food trucks, concession trailers or in a Church kitchen? More details on the plans for providing food are needed.



MeLony Jordan
 Health Inspector/CCO
 Office: (469) 309-4134
 Mobile: (972) 740-6724

From: Bonner, Jami
Sent: Wednesday, March 30, 2022 1:23 PM
To: Skistimas, Kelly <kelly.skistimas@waxahachie.com>; Martinez, Gumaro <gmartinez@waxahachie.com>; Barnes, Bradley <bradley.barnes@waxahachie.com>; Campos, Yadira <ycampos@waxahachie.com>; Brooks, Shon



Memorandum

To: Honorable Mayor and City Council
From: Laurie Mosley
Thru: Michael Scott, City Manager 
Date: April 13, 2022
Re: Waxahachie Arts Council Board Member Appointment

Liz Tull has served as the volunteer President/Secretary/Treasurer of the Arts Council for more than 10 years, and it's time to have a succession plan to replace her with a capable individual and is interested in that important volunteer role. Her successor would work alongside her, learn and ultimately serve in that position, following the same footsteps she did in succeeding Sam Meade.

David Hudgins has expressed an interest in fulfilling this role; however, the City would need to appoint him as a director, per the Waxahachie Arts Council By-Laws, being that he's not one of the representatives of the other member organizations.

David is currently involved in several of the Arts Council member organizations like the Ellis County Museum and Historic Waxahachie, Inc., plus he has been instrumental in Bethlehem Revisited in the past. Thus, he comes with a great knowledge of the Arts Council organization as a whole and will represent the City and the Waxahachie Arts Council members well.

Staff makes a recommendation to appoint David Hudgins as a director of the Waxahachie Arts Council board to create a succession plan to ensure the future success of the organization.



Memorandum

To: Honorable Mayor and City Council

From: James Gaertner, P.E., CFM, CPM Director of Public Works and Engineering

Thru: Michael Scott, City Manager

Date: April 14, 2022

Re: Consider the Approval of an Engineering Professional Services Agreement with Kimley-Horn and Associates, Inc. for the Wilmington Avenue Corridor Reconstruction Project.

Item Description: Consider approval of the professional services agreement with Kimley-Horn and Associates, Inc. for design and construction engineering services associated with reconstruction of Wilmington Avenue from Richmond Lane to Monticello Drive.

Item Summary: This project is one of the FY2021-2022 Capital Improvement Plan (CIP) projects. The proposed project includes reconstruction of the existing Wilmington Avenue from Richmond Lane to Monticello Drive within the Bellvue Addition with concrete pavement, reconstruction of the existing water and sewer mains, storm drain improvements, sidewalk and accessible curb ramps and street light installation. The scope of this project also includes the portion of Chiles Drive between Wilmington Avenue and Cumberland Road.

Fiscal Impact: The total amount of the professional engineering services agreement is \$275,000.00. Funding for this project is available in the FY 20222 Operating Budget and the Streets Capital Fund.



Memorandum

To: Honorable Mayor and City Council

From: James Gaertner, P.E., CFM, CPM Director of Public Works and Engineering

Thru: Michael Scott, City Manager

Date: April 14, 2022

Re: Consider the Approval of an Engineering Professional Services Agreement with Binkley and Barfield, Inc. for the University Avenue Corridor Reconstruction Project.

Item Description: Consider approval of the professional services agreement with Binkley and Barfield, Inc. for design and construction engineering services associated with reconstruction of University Avenue from W. Marvin Avenue to Sycamore Street.

Item Summary: This project is one of the FY2021-2022 Capital Improvement Plan (CIP) projects. The proposed corridor rehabilitation project includes reconstruction of the existing University Avenue from W. Marvin Avenue to Sycamore Street with concrete pavement, reconstruction of the existing water and sewer mains, storm drain improvements, sidewalk and accessible curb ramps and street light installation.

Fiscal Impact: The total amount of the professional engineering services agreement is \$257,150.00. Funding for this project is available from the FY2020-2021 Bond Funds.

(6)

Planning & Zoning Department

Zoning Staff Report

Case: ZDC-32-2022



MEETING DATE(S)

Planning & Zoning Commission: April 12, 2022

City Council: April 18, 2022

ACTION SINCE INITIAL STAFF REPORT

At the Planning & Zoning Commission meeting, held April 12, 2022, the Commission voted 7-0 to recommend approval for case number ZDC-32-2022, as presented.

CAPTION

Public Hearing on a request by Angela Hunt, Munsch Hardt Kopf & Harr, for a **Zoning Change** to Amend Ordinance No. 2302 for the Villages of Mustang Creek to increase the Maximum Lot Coverage from 35% to 50% by primary and accessory structures in the remaining North Tract, East Tract and Central Tract East located at Hwy 287 and Parks School House Rd (Property ID 180362 & 180365) - Owner: ARDEN GROUP, LLC (ZDC-32-2022)

APPLICANT REQUEST

The applicant is requesting to amend Ordinance 2302 to increase the maximum lot coverage from 35% to 50% in the Villages of Mustang Creek Planned Development.

CASE INFORMATION

Applicant: Angela Hunt, Munsch Hardt Kopf & Harr

Property Owner(s): HW Waxahachie, LP

Site Acreage: 1,263.272 acres

Current Zoning: Planned Development (PD)

Requested Zoning: Planned Development (PD) – (Ordinance 2302 Amendment)

SUBJECT PROPERTY

General Location: Northeast and East of the intersection of Dartmoor Drive and Highway 287

Parcel ID Number(s): 180362 & 180365

Existing Use: Undeveloped Land – Villages of Mustang Creek PD

Development History: On April 18, 2005, City Council approved Ordinance 2302 for the Villages of Mustang Creek.

(u)

Adjoining Zoning & Uses:

Direction	Zoning	Current Use
North	Single Family-3 (SF-3) & ETJ	Undeveloped
East	Future Development (FD) & ETJ	Undeveloped
South	Planned Development & Light Industrial	Saddlebrook Estates & Mueller Inc.
West	N/A	Highway 287

Future Land Use Plan:

Low Density Residential
Medium Density Residential
High Density Residential

Comprehensive Plan:

This category [Low Density Residential] is representative of smaller single family homes and some duplex units. The majority of Waxahachie's current development is of similar density. It is appropriate to have approximately 3.5 dwelling units per acre.

Medium Density Residential is representative of two-family, attached dwelling units, such as townhomes, duplexes, condominiums, zero-lot line homes, and apartment developments. This category is intended to accommodate the City's need for diversity of housing choices.

Traditional apartment- and condominium-type units in attached living complexes characterize high-density residential land use. These development may take a variety of forms. This land use has evolved from traditional garden style apartments to courtyard apartments due to the focus upon situation dwelling units around a courtyard, pool, or other common space.

Thoroughfare Plan:

The subject property is accessible via S. US Highway 287 Bypass, Dartmoor Drive and Charismatic Road.

Site Image:



(6)

PLANNING ANALYSIS

Purpose of Request:

The applicant intends to amend Ordinance 2302 to increase the maximum lot coverage from 35% to 50% in the Villages of Mustang Creek Planned Development.

Proposed Use:

The applicant is proposing to increase the maximum lot coverage from thirty-five (35) percent to fifty (50) percent in the Central, East, and North Sub-districts of the Villages of Mustang Creek Planned Development, as shown on the Location Exhibit. The developer would like to propose a larger footprint for the first floor of houses, other than what the current thirty-five (35) percent maximum lot coverage will allow. By increasing the maximum allowed lot coverage, the developer will be able to provide a greater variety of larger square footage homes.

This request matches a PD Amendment (Ord. 3252) for the Villages of Mustang Creek that was approved in 2021; which changed the maximum lot coverage for residential lots in the South and portions of the Central sub-district from 35% to 50%. An amendment to the entire Villages of Mustang Creek PD was not pursued in 2021 due to the fact that portions of the property included in the PD are owned by separate entities.

If City Council chooses to approve the increase in lot coverage, the revised Ordinance will still be in compliance with the Single Family-1, Single Family-2, and Single Family-3 zoning districts per the City of Waxahachie Zoning Ordinance.

PUBLIC NOTIFICATIONS

To comply with State law contained in Local Government Code Chapter 211 and the City's public hearing notice requirements, 22 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.

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:

- ☐ Denial
- ☒ Approval, as presented.

ATTACHED EXHIBITS

1. Ordinance
2. Location Exhibit
3. Ordinance 2302

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.
 - a. If comments were not satisfied, then the applicant will be notified to make corrections.
 - b. If all comments were satisfied, then the applicant shall provide a set of drawings that incorporate all comments.

(6)

STAFF CONTACT INFORMATION

Prepared by:

Zack King

Planner

zking@waxahachie.com

Reviewed by:

Jennifer Pruitt, AICP, LEED-AP, CNU-A

Senior Director of Planning

jennifer.pruitt@waxahachie.com

ORDINANCE NO. _____

AN AMENDMENT TO ORDINANCE 2302 AUTHORIZING A ZONING CHANGE FROM PLANNED DEVELOPMENT (PD) TO PLANNED DEVELOPMENT (PD), WITH AMENDED ORDINANCE, TO ALLOW AN INCREASE IN LOT COVERAGE (35% to 50%) FOR RESIDENTIAL LOTS, LOCATED NORTH & EAST OF THE INTERSECTION OF DARTMOOR DR. AND HIGHWAY 287, IN THE CITY OF WAXAHACHIE, ELLIS COUNTY, TEXAS, BEING 1,263.272 ACRES KNOWN AS A PORTION OF PROPERTY ID 180362, AND 180365, 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 heretofore adopted a zoning ordinance and map showing the classification of the various property located within the city limits of said City; and

WHEREAS, a proper application for a PD has been made in accordance with the zoning ordinances in the City of Waxahachie and said application has been assigned case number ZDC-32-2022. Said application, having been referred to the Planning and Zoning (P&Z) Commission for their final report, was recommended by the P&Z Commission for zoning change approval of the subject property from PD to PD with Amended Ordinance; 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 Council having heard all arguments for and against said zoning amendment;

NOW, THEREFORE, this property is rezoned from PD to PD with Amended Ordinance, in order to amend Ordinance 2302 to increase the lot coverage from 35% to 50% on the following property: a portion of Property ID 180362, and 180365, which is shown on Exhibit A.

PLANNED DEVELOPMENT

Purpose and Intent

The purpose of this planned development is to create a residential development, and to establish appropriate restrictions and development controls necessary to ensure predictable land development, safe and efficient vehicular and pedestrian circulation, compatible uses of land and compliance with appropriate design standards.

Development Standards

All development on land located within the boundaries of this Planned Development District shall adhere to the rules and regulations set forth in this ordinance.

Development Regulations

1. The maximum lot coverage shall be 50% for residential lots.
2. Any zoning, land use requirement, or restriction not contained within this zoning ordinance shall conform to those requirements and/or standards prescribed in Ordinance 2302.
3. 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.

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 18th day of April, 2022.

MAYOR

ATTEST:

City Secretary

ORDINANCE NO. 2302

AN ORDINANCE CHANGING THE ZONING ON 1,965.303 ACRES IN THE S.M. DURRETT SURVEY, LOCATED EAST OF HIGHWAY 287 AND NORTH AND SOUTH OF PARKS SCHOOL HOUSE ROAD, CITY OF WAXAHACHIE, ELLIS COUNTY, TEXAS, FROM FUTURE DEVELOPMENT (FD) TO PLANNED DEVELOPMENT-COMMERCIAL (PD-C), PLANNED DEVELOPMENT-GENERAL RETAIL (PD-GR), PLANNED DEVELOPMENT-MULTI FAMILY-1 (PD-MF-1), PLANNED DEVELOPMENT-TWO FAMILY (PD-2F), PLANNED DEVELOPMENT-SINGLE FAMILY-1 (PD-SF-1), PLANNED DEVELOPMENT-SINGLE FAMILY-2 (PD-SF-2), AND PLANNED DEVELOPMENT-SINGLE FAMILY-3 (PD-SF-3), AS A "FREE STANDING" PD DISTRICT, AND BEING FURTHER DESCRIBED ON EXHIBIT "A," 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 heretofore adopted a zoning ordinance and map showing the classification of the various property located within the city limits of said City; and,

WHEREAS, proper application for the change of zoning has been made in accordance with the zoning ordinances in the City of Waxahachie, and same having been referred to the Planning and Zoning Commission, and said Planning and Zoning Commission has recommended the rezoning thereto from Future Development (FD) to Planned Development -Commercial (PD-C), Planned Development-General Retail (PD-GR), Planned Development-Multi Family -1 (PD-MF-1), Planned Development-Two Family (PD-2F), Planned Development-Single Family-1 (PD-SF-1), Planned Development-Single Family-2 (PD-SF-2), and Planned Development-Single Family-3 (SF-3) under the "Free-Standing" PD District provisions of Section 31 of the zoning ordinances; 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 Council having heard all arguments for and against said rezoning from Future Development (FD) to Planned Development - Commercial (PD-C), Planned Development-General Retail (PD-GR), Planned Development-Multi Family -1 (PD-MF-1), Planned Development-Two Family (PD-2F), Planned Development-Single Family-1 (PD-SF-1), Planned Development-Single Family-2 (PD-SF-2), and Planned Development-Single Family-3 (SF-3) under the "Free-Standing" PD District provisions of Section 31 of the zoning ordinances;

NOW, THEREFORE, the following described properties be, and the same hereby are, rezoned as follows:

This ordinance changing the zoning is effective only upon passage of a PID district.

The City of Waxahachie zoning ordinance will apply and control in any situation where the Planned Development provisions of this ordinance do not cover the subject matter fully.

This planned development district is passed under the "Free-Standing" PD provisions of Section 31 of the zoning ordinance.

The zoning districts are as provided in Exhibit A attached hereto of 35 pages, plus two cover pages, and are on the 1965.303 acre tract described in pages 6 through 11 of the exhibit.

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

EXHIBIT B - ORDINANCE 2302

(7)

PASSED, APPROVED AND ADOPTED on this 18th day of April, 2005.



Joe Lonkin
MAYOR

Nancy Cross
City Secretary

*Villages
of
Mustang Creek*

A 1,965 Acre
Planned Development
District

In the City of Waxahachie, Texas

January, 2005
Revised 1/10/05
Revised 1/31/05
Revised 3/15/05

EXHIBIT B - ORDINANCE 2302

Villages of Mustang Creek

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EXHIBIT B - ORDINANCE 2302

Villages of Mustang Creek

Owner Information

Mehrdad Moayedi
Ellis County CTR Development
3901 Airport Freeway, Suite 200
Bedford, TX 76021
817-391-2500

Applicant Information

Ross Calhoun
Centurian American
3901 Airport Freeway, Suite 200
Bedford, TX 76021
817-391-2500

Engineers / Planners

Carter & Burgess, Inc.
7950 Elmbrook Drive, Suite 200
Dallas, TX 75247
214-638-0145

EXHIBIT B - ORDINANCE 2302

Villages of Mustang Creek

The Development Concept

Villages of Mustang Creek is a planned development on 1,965 acres in southeast Waxahachie that will become the premier new development in the area. On land that is now farm and ranch land, a new community will emerge to house the families that will make Waxahachie a great place to live now and into the future.

The master-planned development will feature highway oriented commercial development along Highway 287, a primary thoroughfare connecting Waxahachie to neighboring cities. At the heart of the development will be a community oriented shopping district located at the intersection of two proposed thoroughfares. Surrounding this active core, *Villages of Mustang Creek* will feature distinctive, walkable residential neighborhoods designed around schools, recreation facilities, parks and trail corridors. Each neighborhood will feature a variety of housing types, styles and price points.

The primary entrance to the proposed development will be from Highway 287 at the proposed east-west thoroughfare extending to and beyond Mustang Creek at the eastern edge of the development. This portal to *Villages of Mustang Creek* will feature an intensely developed node of activity and higher density residences that are necessary to achieve the balance and diversity of families that are required to complete a true community of interests.

Handsomely designed and crafted entries to each neighborhood will announce to residents that they are home ... home in a community that has all that is needed for an enhanced quality of neighborhood life – schools, parks, hike and bike trails, natural areas, convenient shopping and easy access to the core of old Waxahachie and the world beyond. Quality and craftsmanship will be reflected throughout the public realm – lushly landscaped thoroughfares, tree-lined streets, gem-like parks that are within easy walking distance from each and every home, quality neighborhood schools are anchor the community and natural areas along the creeks and around the ponds that are found throughout the property.

The proposed development will result in communities that are safe for children to navigate – tree-lined streets will calm traffic, schools and parks will be in close proximity and shopping will be conveniently located at the heart of the development. *Villages of Mustang Creek* will also be a place where a family can grow and find housing that meets the needs of each of its stages. From the rental apartment as a new couple, to the first ownership opportunity in a duplex, to a starter single-family house with the birth of their first child, to a bigger home on a bigger lot when the family expands, to a trophy home on Mustang Creek when the family's ship comes in, and back down to less maintenance when the family returns to just the nuclear couple, *Villages of Mustang Creek* will be a community where all types of housing are available for all types of families.

A Home Owner's Association will provide guidelines and review all development within the community, while maintaining the amenities and common areas that make up the fabric of community life.

***Villages of Mustang Creek* will set a new standard for development in Waxahachie!**

EXHIBIT B - ORDINANCE 2302

Villages of Mustang Creek

The Zoning Concept

The proposed zoning of *Villages of Mustang Creek* is within a framework of a Planned Development District. The Planned Development District is further divided into four sub-districts: south, central, north and east – primarily utilizing the City's proposed thoroughfare system as the internal boundaries of each sub-district.

Non-Residential Zone Districts

Highway-oriented zone districts, comprising 143 acres, are arranged along Highway 287, which represents the west and southwest boundaries of the Planned Development District. The Waxahachie Commercial (C) and General Retail (GR) zone districts are the base standard for use and building regulations, but a significant number of standard uses are struck from the list of Commercial allowed uses. In addition, a number of enhanced development regulations are provided.

At the heart of the District, are two community-oriented retail zone districts, comprising 35 acres, at the intersection of two proposed thoroughfares, utilizing the City's General Retail (GR) zone district criteria.

These non-residential areas represent 9 percent of the total proposed development, a factor that is consistent with city planning principles. These areas, when developed, will provide enhanced tax base for the City of Waxahachie.

Residential Zone Districts

Located near the primary entry to the *Villages of Mustang Creek* development at the intersection of Highway 287 and a proposed east-west thoroughfare are higher density residential districts: two multi-family residential zone districts, comprising 43 acres, and two duplex residential zone districts, comprising 30 acres. Collectively, these districts represent 4 percent of the total land area, a factor that is consistent with the sound planning principles and City of Waxahachie guidelines.

The balance of the property, 87 percent of all of the lands, will be developed as low density residential neighborhoods. A maximum number of 4,792 residences may be constructed on the 1,714 acres of the District that are zoned for single family residential uses. That is an overall density of 2.8 residences per acre.

Each of the four sub-districts also has a maximum number of residences that may be constructed, with overall densities varying from 1.9 to 3.2 residences per acre. Within each district at least two of three proposed residential zoning categories are provided. The three proposed single family residential zone districts correspond to the City's three primary residential zone districts, except that many individual zoning criteria have been enhanced.

For the District as a whole, the proposed distribution of single-family residences meets the guidelines of the City's Comprehensive plan:

15 percent large lots (greater than 12,500 square feet)

55 percent medium lots (between 8,000 square feet and 12,500 square feet)

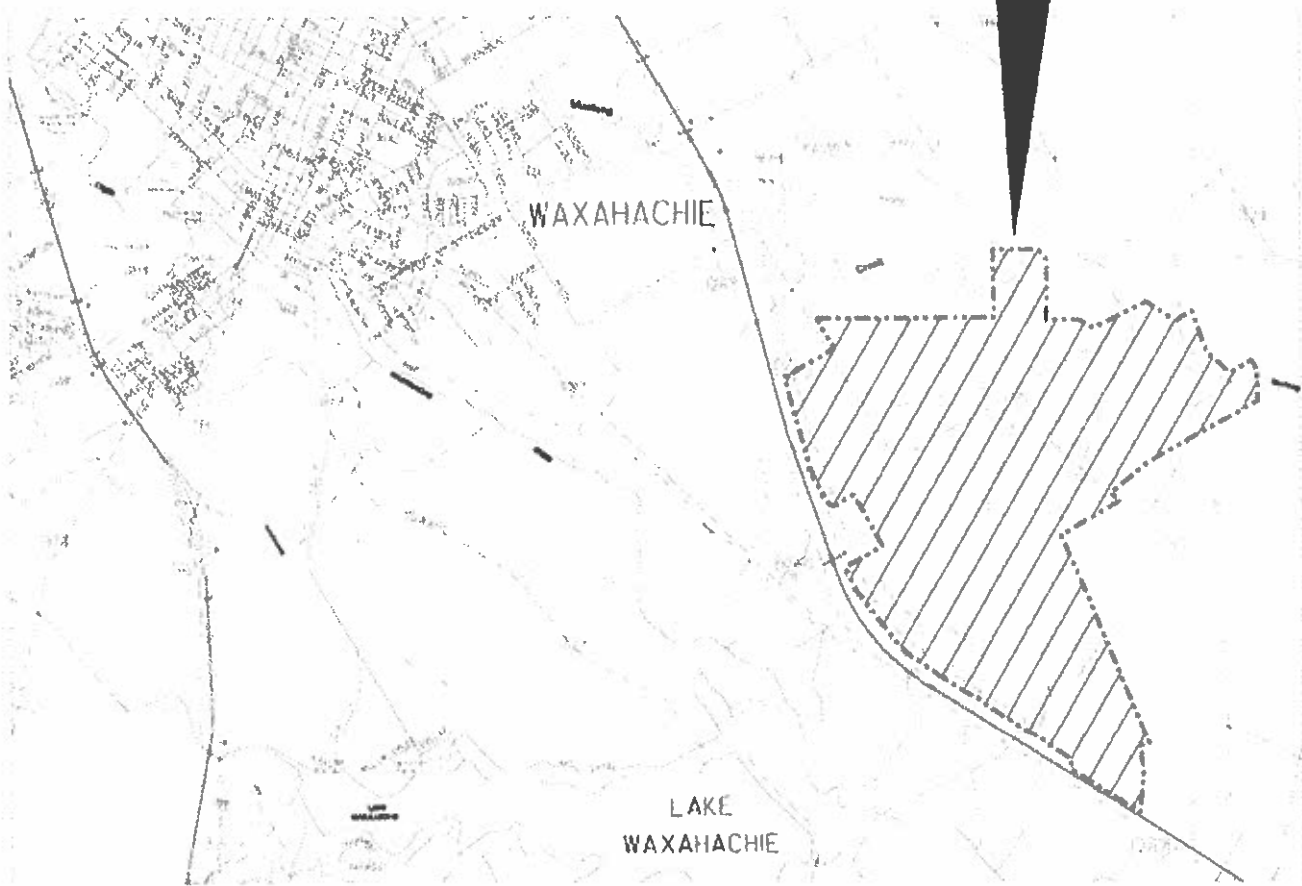
30 percent smaller lots (between 6,600 square feet and 8,000 square feet)

Villages of Mustang Creek

Vicinity Map

EXHIBIT B - ORDINANCE 2302

**PROJECT
LOCATION**



VICINITY MAP

Carter Burgess

DECEMBER 15, 2004

VILLAGES OF MUSTANG CREEK

City of Waxahachie, Texas

Villages of Mustang Creek

**ZONING DESCRIPTION
1965.303 ACRES**

BEING A 1965.303 ACRE TRACT OF LAND SITUATED IN THE C. BEDWELL SURVEY, ABSTRACT NO. 94, R.M. BERRY SURVEY, ABSTRACT NO. 96, R.M. BERRY SURVEY, ABSTRACT NO. 97, G. CARPENTER SURVEY, ABSTRACT NO. 190, W.C. COLEMAN SURVEY, ABSTRACT NO. 204, B. COLLIER SURVEY, ABSTRACT NO. 216, S.M. DURRITT SURVEY, ABSTRACT NO. 272, G. GARCIA SURVEY, ABSTRACT NO. 418, T. HAVENS SURVEY, ABSTRACT NO. 492, J. JOHNSON SURVEY, ABSTRACT NO. 557, W.H. JAMES SURVEY, ABSTRACT NO. 562, McKINNEY & WILLIAMS SURVEY, ABSTRACT NO. 750 AND M. RAFFERTY SURVEY, ABSTRACT NO. 898, CITY OF WAXAHACHIE, ELLIS COUNTY, TEXAS, AND BEING ALL OF A CALLED 956.759 ACRE TRACT OF LAND, CONVEYED TO ENNIS AUCTION COMPANY, INC. BY DEED RECORDED IN VOLUME 1047, PAGE 533, DEED RECORDS, ELLIS COUNTY, TEXAS, BEING ALL OF A CALLED 166.081 ACRE TRACT OF LAND, CONVEYED TO ENNIS AUCTION COMPANY, INC. BY DEED RECORDED IN VOLUME 1047, PAGE 525, DEED RECORDS, ELLIS COUNTY, TEXAS, BEING ALL OF A CALLED 96.170 ACRE TRACT OF LAND, CONVEYED TO ENNIS AUCTION COMPANY, INC. BY DEED RECORDED IN VOLUME 1043, PAGE 371, DEED RECORDS, ELLIS COUNTY, TEXAS, BEING ALL OF A CALLED 87.450 ACRE TRACT OF LAND, CONVEYED TO GREG LOFTIS BY DEED RECORDED IN VOLUME 1061, PAGE 145, DEED RECORDS, ELLIS COUNTY, TEXAS, BEING PART OF A TRACT OF LAND, CONVEYED TO ELLIS COUNTY LIVESTOCK, INC. BY DEED RECORDED IN VOLUME 758, PAGE 207, DEED RECORDS, ELLIS COUNTY, TEXAS, BEING ALL OF A CALLED 75.616 ACRE TRACT OF LAND, CONVEYED TO GREG LOFTIS BY DEED RECORDED IN VOLUME 1061, PAGE 145, DEED RECORDS, ELLIS COUNTY, TEXAS, BEING ALL OF A CALLED 120.358 ACRE TRACT OF LAND, CONVEYED TO ENNIS AUCTION COMPANY, INC. BY DEED RECORDED IN VOLUME 1047, PAGE 525, DEED RECORDS, ELLIS COUNTY, TEXAS, BEING ALL OF A CALLED 196.971 ACRE TRACT OF LAND, CONVEYED TO ELLIS COUNTY CTR DEVELOPMENT, LTD. BY DEED RECORDED IN VOLUME 1985, PAGE 1495, DEED RECORDS, ELLIS COUNTY, TEXAS, BEING PART OF A CALLED 208.763 ACRE TRACT OF LAND, CONVEYED TO ENNIS AUCTION COMPANY, INC. BY DEED RECORDED IN VOLUME 1047, PAGE 525, DEED RECORDS, ELLIS COUNTY, TEXAS. SAID 1965.303 ACRE TRACT, HAVING A BEARING BASIS OF GRID NORTH, STATE PLANE COORDINATES, TEXAS NORTH CENTRAL ZONE, NAD 83 DATUM (CORS), BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF AFORESAID 956.759 ACRE TRACT;

EXHIBIT B - ORDINANCE 2302

Villages of Mustang Creek

THENCE NORTH 88 DEGREES 56 MINUTES 16 SECONDS EAST, ALONG A NORTH LINE OF AFORESAID 956.759 ACRE TRACT, A DISTANCE OF 4630.85 FEET TO A POINT FOR CORNER;

THENCE NORTH 01 DEGREES 35 MINUTES 54 SECONDS WEST, ALONG A WEST LINE OF AFORESAID 956.759 ACRE TRACT, A DISTANCE OF 1762.77 FEET TO A POINT FOR CORNER;

THENCE NORTH 89 DEGREES 19 MINUTES 47 SECONDS EAST, ALONG A NORTH LINE OF AFORESAID 956.759 ACRE TRACT, A DISTANCE OF 1193.70 FEET TO A POINT FOR CORNER;

THENCE SOUTH 40 DEGREES 28 MINUTES 00 SECONDS EAST, ALONG A EAST LINE OF AFORESAID 956.759 ACRE TRACT, A DISTANCE OF 329.15 FEET TO A POINT FOR CORNER;

THENCE SOUTH 01 DEGREES 03 MINUTES 50 SECONDS EAST, ALONG A EAST LINE OF AFORESAID 956.759 ACRE TRACT, A DISTANCE OF 1561.46 FEET TO A POINT FOR CORNER;

THENCE ALONG A NORTH LINE OF AFORESAID 956.759 ACRE TRACT THE FOLLOWING COURSES AND DISTANCES:

NORTH 88 DEGREES 52 MINUTES 47 SECONDS EAST, A DISTANCE OF 849.09 FEET TO A POINT FOR CORNER;

SOUTH 60 DEGREES 17 MINUTES 43 SECONDS EAST, A DISTANCE OF 435.54 FEET TO A POINT FOR CORNER;

NORTH 62 DEGREES 17 MINUTES 11 SECONDS EAST, A DISTANCE OF 1518.41 FEET TO A POINT FOR CORNER;

SOUTH 57 DEGREES 39 MINUTES 13 SECONDS EAST, A DISTANCE OF 894.53 FEET TO A POINT FOR CORNER;

NORTH 59 DEGREES 31 MINUTES 44 SECONDS EAST, A DISTANCE OF 525.22 FEET TO A POINT FOR CORNER;

THENCE ALONG A EAST LINE OF AFORESAID 956.759 ACRE TRACT THE FOLLOWING COURSES AND DISTANCES:

SOUTH 20 DEGREES 32 MINUTES 39 SECONDS EAST, A DISTANCE OF 1124.36 FEET TO A POINT FOR CORNER;

SOUTH 49 DEGREES 42 MINUTES 53 SECONDS EAST, A DISTANCE OF 815.43 FEET TO A POINT FOR CORNER;

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Villages of Mustang Creek

NORTH 59 DEGREES 01 MINUTES 39 SECONDS EAST, A DISTANCE OF 656.24 FEET TO A POINT FOR CORNER;

SOUTH 31 DEGREES 41 MINUTES 03 SECONDS EAST, A DISTANCE OF 330.87 FEET TO A POINT FOR CORNER;

SOUTH 01 DEGREES 17 MINUTES 41 SECONDS EAST, A DISTANCE OF 449.93 FEET TO A POINT FOR CORNER;

SOUTH 00 DEGREES 34 MINUTES 53 SECONDS EAST, A DISTANCE OF 329.11 FEET TO THE EAST CORNER OF AFORESAID 956.759 ACRE TRACT;

THENCE ALONG THE SOUTH LINE OF AFORESAID 956.759 ACRE TRACT THE FOLLOWING COURSES AND DISTANCES:

SOUTH 60 DEGREES 05 MINUTES 45 SECONDS WEST, A DISTANCE OF 1996.26 FEET TO A POINT FOR CORNER;

SOUTH 59 DEGREES 59 MINUTES 15 SECONDS WEST, A DISTANCE OF 1287.20 FEET TO A POINT FOR CORNER;

SOUTH 49 DEGREES 31 MINUTES 18 SECONDS WEST, A DISTANCE OF 1288.90 FEET TO A POINT FOR CORNER;

SOUTH 47 DEGREES 40 MINUTES 43 SECONDS EAST, A DISTANCE OF 313.75 FEET TO A POINT FOR CORNER;

SOUTH 59 DEGREES 09 MINUTES 11 SECONDS WEST, A DISTANCE OF 46.40 FEET TO A POINT FOR CORNER;

SOUTH 58 DEGREES 58 MINUTES 21 SECONDS WEST, A DISTANCE OF 1721.09 FEET TO THE NORTH CORNER OF AFORESAID 96.170 ACRE TRACT;

THENCE SOUTH 24 DEGREES 19 MINUTES 22 SECONDS EAST, ALONG THE EAST LINE OF AFORESAID 96.170 ACRE TRACT, A DISTANCE OF 1752.77 FEET TO THE EAST CORNER OF SAID 96.170 ACRE TRACT AND THE NORTH CORNER OF AFORESAID 87.450 ACRE TRACT;

THENCE SOUTH 22 DEGREES 39 MINUTES 36 SECONDS EAST, ALONG THE EAST LINE OF AFORESAID 87.450 ACRE TRACT, A DISTANCE OF 1583.45 FEET TO THE EAST CORNER OF SAID 87.450 ACRE TRACT AND THE NORTH CORNER OF AFORESAID ELLIS COUNTY LIVESTOCK, INC. TRACT;

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Villages of Mustang Creek

THENCE ALONG THE EAST LINE OF AFORESAID ELLIS COUNTY LIVESTOCK, INC. TRACT THE FOLLOWING COURSES AND DISTANCES:

SOUTH 22 DEGREES 43 MINUTES 40 SECONDS EAST, A DISTANCE OF 663.62 FEET TO A POINT FOR CORNER;

SOUTH 23 DEGREES 51 MINUTES 01 SECONDS EAST, A DISTANCE OF 1918.49 FEET TO A POINT FOR CORNER;

THENCE SOUTH 74 DEGREES 23 MINUTES 36 SECONDS WEST, OVER AND ACROSS AFORESAID ELLIS COUNTY LIVESTOCK, INC TRACT, A DISTANCE OF 247.58 FEET TO THE EAST CORNER OF AFORESAID 75.616 ACRE TRACT;

THENCE ALONG THE EAST LINE OF AFORESAID 75.616 ACRE TRACT THE FOLLOWING COURSES AND DISTANCES:

SOUTH 08 DEGREES 01 MINUTES 17 SECONDS EAST, A DISTANCE OF 689.60 FEET TO A POINT FOR CORNER;

SOUTH 04 DEGREES 24 MINUTES 42 SECONDS WEST, A DISTANCE OF 1047.76 FEET TO THE SOUTHEAST CORNER OF AFORESAID 75.616 ACRE TRACT AND BEING ON THE NORTHEAST RIGHT-OF-WAY OF U.S. HIGHWAY 287 (A VARIABLE WIDTH RIGHT-OF-WAY;

THENCE ALONG THE NORTHEAST RIGHT-OF-WAY LINE OF AFORESAID U.S. HIGHWAY 287 AND THE COMMON SOUTHWEST LINES OF AFORESAID 75.616 ACRE TRACT, 87.450 ACRE TRACT, 120.358 ACRE TRACT, AND 196.971 ACRE TRACT THE FOLLOWING COURSES AND DISTANCES:

NORTH 58 DEGREES 23 MINUTES 26 SECONDS WEST, A DISTANCE OF 15.24 FEET TO A POINT FOR CORNER;

NORTH 61 DEGREES 15 MINUTES 11 SECONDS WEST, A DISTANCE OF 400.50 FEET TO A POINT FOR CORNER;

NORTH 58 DEGREES 23 MINUTES 26 SECONDS WEST, A DISTANCE OF 1698.10 FEET TO A POINT FOR CORNER;

NORTH 00 DEGREES 26 MINUTES 16 SECONDS WEST, A DISTANCE OF 279.09 FEET TO A POINT FOR CORNER;

NORTH 58 DEGREES 25 MINUTES 41 SECONDS WEST, A DISTANCE OF 756.93 FEET TO A POINT FOR CORNER;

NORTH 44 DEGREES 19 MINUTES 42 SECONDS WEST, A DISTANCE OF 103.19 FEET TO A POINT FOR CORNER;

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Villages of Mustang Creek

NORTH 58 DEGREES 23 MINUTES 09 SECONDS WEST, A DISTANCE OF 300.13 FEET TO A POINT FOR CORNER;

NORTH 72 DEGREES 35 MINUTES 27 SECONDS WEST, A DISTANCE OF 102.79 FEET TO A POINT FOR CORNER;

NORTH 58 DEGREES 24 MINUTES 44 SECONDS WEST, A DISTANCE OF 1398.16 FEET TO A POINT FOR CORNER;

NORTH 39 DEGREES 48 MINUTES 54 SECONDS WEST, A DISTANCE OF 106.71 FEET TO A POINT FOR CORNER;

NORTH 58 DEGREES 17 MINUTES 27 SECONDS WEST, A DISTANCE OF 299.32 FEET TO A POINT FOR CORNER;

NORTH 77 DEGREES 09 MINUTES 31 SECONDS WEST, A DISTANCE OF 106.27 FEET TO A POINT FOR CORNER;

NORTH 58 DEGREES 29 MINUTES 18 SECONDS WEST, A DISTANCE OF 751.60 FEET TO A POINT FOR CORNER;

NORTH 58 DEGREES 15 MINUTES 31 SECONDS WEST, A DISTANCE OF 548.42 FEET TO A POINT FOR CORNER;

NORTH 39 DEGREES 03 MINUTES 02 SECONDS WEST, A DISTANCE OF 105.15 FEET TO A POINT FOR CORNER;

NORTH 58 DEGREES 31 MINUTES 08 SECONDS WEST, A DISTANCE OF 199.27 FEET TO A POINT FOR CORNER;

NORTH 77 DEGREES 21 MINUTES 47 SECONDS WEST, A DISTANCE OF 106.45 FEET TO A POINT FOR CORNER;

NORTH 48 DEGREES 44 MINUTES 14 SECONDS WEST, A DISTANCE OF 482.75 FEET TO A POINT FOR CORNER;

NORTH 38 DEGREES 38 MINUTES 24 SECONDS WEST, A DISTANCE OF 1846.63 FEET TO A POINT FOR CORNER;

NORTH 27 DEGREES 01 MINUTES 24 SECONDS WEST, A DISTANCE OF 551.72 FEET TO A POINT FOR CORNER;

NORTH 15 DEGREES 20 MINUTES 42 SECONDS WEST, A DISTANCE OF 146.48 FEET TO THE WEST CORNER OF AFORESAID 196.971 ACRE TRACT;

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Villages of Mustang Creek

THENCE NORTH 58 DEGREES 50 MINUTES 18 SECONDS EAST, ALONG THE NORTHWEST LINE OF AFORESAID 196.971 ACRE TRACT, A DISTANCE OF 1110.80 FEET TO THE SOUTH CORNER OF AFORESAID 208.763 ACRE TRACT;

THENCE NORTH 30 DEGREES 04 MINUTES 07 SECONDS WEST, ALONG A SOUTHWEST LINE OF AFORESAID 208.763 ACRE TRACT, A DISTANCE OF 1529.85 FEET TO THE INSIDE ELL CORNER OF SAID 208.763 ACRE TRACT;

THENCE SOUTH 59 DEGREES 54 MINUTES 53 SECONDS WEST, A DISTANCE OF 640.88 FEET TO A WEST CORNER OF AFORESAID 208.763 ACRE TRACT AND ON THE EAST LINE OF AFORESAID U.S. HIGHWAY 287;

THENCE ALONG THE WEST LINE OF AFORESAID 208.763 ACRE TRACT AND THE COMMON EAST RIGHT-OF-WAY OF AFORESAID U.S. HIGHWAY 287 THE FOLLOWING COURSES AND DISTANCES:

NORTH 26 DEGREES 36 MINUTES 51 SECONDS WEST, A DISTANCE OF 71.48 FEET TO A POINT FOR CORNER;

NORTH 81 DEGREES 47 MINUTES 50 SECONDS WEST, A DISTANCE OF 69.97 FEET TO A POINT FOR CORNER;

NORTH 30 DEGREES 00 MINUTES 58 SECONDS WEST, A DISTANCE OF 694.24 FEET TO A POINT FOR CORNER;

NORTH 23 DEGREES 12 MINUTES 25 SECONDS WEST, A DISTANCE OF 390.34 FEET TO A POINT FOR CORNER;

NORTH 15 DEGREES 50 MINUTES 53 SECONDS WEST, A DISTANCE OF 1000.41 FEET TO A POINT FOR CORNER;

NORTH 17 DEGREES 40 MINUTES 00 SECONDS WEST, A DISTANCE OF 499.95 FEET TO A POINT FOR CORNER;

NORTH 15 DEGREES 19 MINUTES 41 SECONDS WEST, A DISTANCE OF 929.05 FEET TO THE WEST CORNER OF AFORESAID 208.763 ACRE TRACT;

THENCE NORTH 59 DEGREES 24 MINUTES 03 SECONDS EAST, ALONG THE NORTHWEST LINE OF AFORESAID 208.763 ACRE TRACT A DISTANCE OF 1476.25 FEET TO THE NORTH CORNER OF SAID 208.763 ACRE TRACT AND BEING ON A SOUTHWEST LINE OF AFORESAID 956.759 ACRE TRACT;

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Villages of Mustang Creek

THENCE NORTH 31 DEGREES 24 MINUTES 42 SECONDS WEST, ALONG A SOUTHWEST LINE OF AFORESAID 956.759 ACRE TRACT, A DISTANCE OF 902.95 FEET TO THE POINT OF BEGINNING, AND CONTAINING 1965.303 ACRES OF LAND, MORE OR LESS.

THIS DOCUMENT WAS PREPARED UNDER 22 TAC 663.21, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

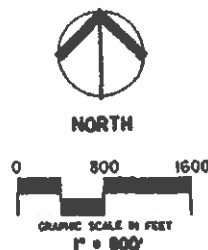
Villages of Mustang Creek

Concept
Plan

EXHIBIT B - ORDINANCE 2302

APPROXIMATE AREA BY SUB-DISTRICT	
SUB-DISTRICT	APPROXIMATE AREA (ACRES)
SOUTH	502
CENTRAL	506
NORTH	567
EAST	388
TOTAL	1,963

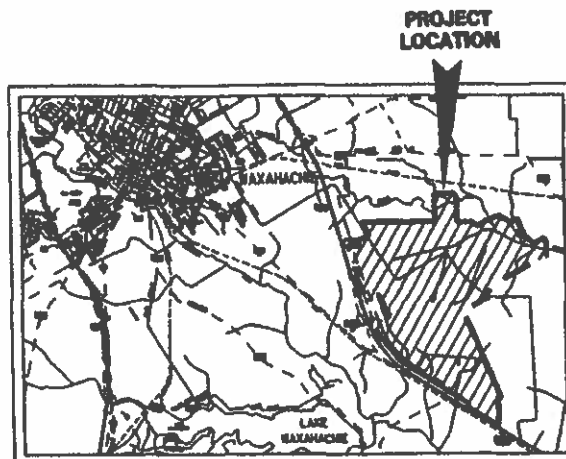
APPROXIMATE AREA BY LAND USE CLASSIFICATION	
LAND USE CLASSIFICATION	LAND AREA (ACRES)
COMMERCIAL (C & CR)	176
MULTI-FAMILY RESIDENTIAL (MF-1 & 2)	73
SINGLE FAMILY RESIDENTIAL (SF-1, 2 & 3)	1,714
TOTAL	1,963



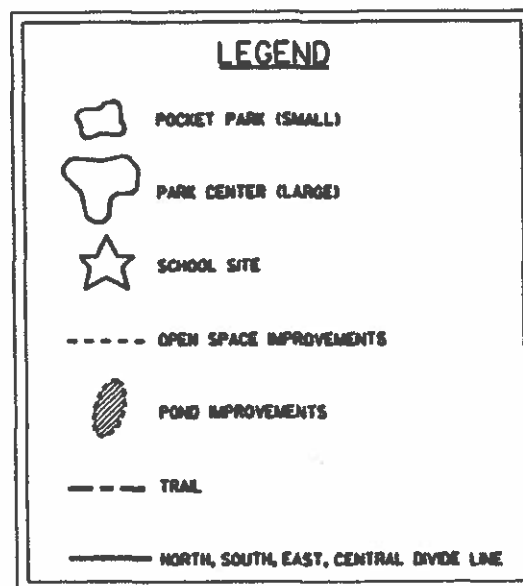
APPROXIMATE LAND USE AREA BY SUB-DISTRICT				
LAND USE CLASSIFICATION	SOUTH (ACRES)	CENTRAL (ACRES)	NORTH (ACRES)	EAST (ACRES)
COMMERCIAL (C & CR)	97	43	38	0
MULTI-FAMILY RESIDENTIAL (MF-1 & 2)	0	34	39	0
SINGLE FAMILY RESIDENTIAL (SF-1, 2 & 3)	405	431	490	388
TOTAL	502	508	567	388

MAXIMUM NUMBER OF SINGLE FAMILY RESIDENTIAL LOTS BY SUB-DISTRICT			
SUB-DISTRICT	MAXIMUM NUMBER OF LOTS	GROSS AREA OF SINGLE FAMILY RESIDENTIAL USE (ACRES)	GROSS DENSITY (LOTS PER ACRE)
NORTH	1,431	490	2.92
CENTRAL	1,380	431	3.20
SOUTH	1,330	405	3.28
EAST	781	388	2.01
TOTAL	4,782	1,714	2.80

SINGLE FAMILY LOT DISTRIBUTION BY SUB-DISTRICT & ZONE CLASSIFICATION		
RESIDENTIAL ZONE CLASSIFICATION (MINIMUM LOT AREA)	LOT COUNT THRESHOLDS	PERCENT OF LOTS
NORTH SUB-DISTRICT		
SF-1 (12,000 SQ. FT.)	MINIMUM OF 163	MINIMUM OF 11%
SF-2 (8,000 SQ. FT.)	MINIMUM OF 823	MINIMUM OF 57%
SF-3 (6,000 SQ. FT.)	MINIMUM OF 445	MINIMUM OF 31%
TOTAL	MINIMUM OF 1,431	
CENTRAL SUB-DISTRICT		
SF-1 (12,000 SQ. FT.)	MINIMUM OF 823	MINIMUM OF 57%
SF-2 (8,000 SQ. FT.)	MINIMUM OF 506	MINIMUM OF 43%
TOTAL	MINIMUM OF 1,380	
SOUTH SUB-DISTRICT		
SF-1 (12,000 SQ. FT.)	MINIMUM OF 160	MINIMUM OF 12%
SF-2 (8,000 SQ. FT.)	MINIMUM OF 545	MINIMUM OF 52%
SF-3 (6,000 SQ. FT.)	MINIMUM OF 425	MINIMUM OF 32%
TOTAL	MINIMUM OF 1,330	
EAST SUB-DISTRICT		
SF-1 (12,000 SQ. FT.)	MINIMUM OF 376	MINIMUM OF 50%
SF-2 (8,000 SQ. FT.)	MINIMUM OF 376	MINIMUM OF 50%
TOTAL	MINIMUM OF 752	
TOTAL - ALL SUB-DISTRICTS		
SF-1 (12,000 SQ. FT.)	MINIMUM OF 719	MINIMUM OF 15%
SF-2 (8,000 SQ. FT.)	MINIMUM OF 2,639	MINIMUM OF 55%
SF-3 (6,000 SQ. FT.)	MINIMUM OF 1,432	MINIMUM OF 30%
TOTAL	MINIMUM OF 4,790	100%



VICINITY MAP
N.T.S.



CONCEPT PLAN VILLAGES OF MUSTANG CREEK

CITY OF WAXAHACHIE

Carter & Burgess

Consultants in Planning, Engineering, Architecture,
Construction Management, and Related Services

CARTER & BURGESS, INC.
7150 BAMBOOK DRIVE, SUITE 250
DALLAS, TX 75247-4901
PHONE: (214) 638-0400
FAX: (214) 638-0447

January 2005

Villages of Mustang Creek

Section 1. Subject Property.

1.1 Total Area.

The area within this Planned Development District is approximately 1,965.3 acres of land within the C. Bedwell Survey, Abstract No. 94, R.M. Berry Survey, Abstract No. 96, R.M. Berry Survey, Abstract No. 97, G. Carpenter Survey, Abstract No. 190, W.C. Coleman Survey, Abstract No. 204, B. Collier Survey, Abstract No. 216, S.M. Durritt Survey, Abstract No. 272, G. Garcia Survey, Abstract No. 418, T. Havens Survey, Abstract No. 492, J. Johnson Survey, Abstract No. 557, W.H. James Survey, Abstract No. 562, McKinney & Williams Survey, Abstract No. 750 and M. Rafferty Survey, Abstract No. 898, ELLIS COUNTY, TEXAS. The property is further described by metes and bounds in Exhibit "A" of this application.

1.2 Concept Plan.

The Planned Development Zone District is established with approval of this Concept Plan, establishing the boundaries of the district and four sub-districts, permitted uses and development regulations.

Table 1.1

Approximate Area By Sub-District	
Sub-District	Approximate Area (acres)
South	502
Central	508
North	567
East	388
Total	1,965

1.3 Development Site Plan.

- A. Approval of a preliminary plat for a Single Family residential portion of the planned development district shall serve as development site plan approval for the area included in the preliminary plat.
- B. Non Single Family residential development shall meet the requirements for development site plan approval of the City of Waxahachie Zoning Ordinance.

1.4 Master Homeowners Association.

A Master Home Owners Association shall be created to promote community interaction, maintain common areas, enforce deed restrictions, and establish an architectural review process. In residential areas, membership shall be mandatory. Sub-associations may be established to further govern use and standards in portions of the District in accordance with the City of Waxahachie Zoning Ordinance.

EXHIBIT B - ORDINANCE 2302

Villages of Mustang Creek

Section 2. Land Uses.

Permitted Land Uses.

Buildings, structures, and land within this Planned Development district shall be used in accordance with the following land use classification:

2.1 Commercial (C).

Land uses are permitted within the area described as Commercial (C) district in accordance with the Commercial (C), as shown in Table 2.3 herein. No outside storage shall be permitted in the Commercial District, regardless of land use.

2.2 General Retail (GR).

Land uses are permitted within the area described as General Retail (GR) district in accordance with the General Retail District (GR), as found in Section 33 of the City of Waxahachie Zoning Ordinance with the exception of the prohibited land uses shown in Table 2.4. No outside storage shall be permitted within the General Retail District, regardless of land use.

2.3 Multi-Family Residential (MF-1).

Land uses are permitted within the area described as Multi-Family Residential (MF-1) district in accordance with the Multi-Family Residential District (MF-1), as found in Section 33 of the City of Waxahachie Zoning Ordinance with the exception of the prohibited land uses shown in Table 2.4.

2.4 Two-Family Residential (2F).

Land uses are permitted within the area described as Two-Family Residential (2F) district in accordance with the Two-Family Dwelling District (2F), as found in Section 33 of the City of Waxahachie Zoning Ordinance with the exception of the prohibited land uses shown in Table 2.4.

2.5 Single Family Residential –1 (SF-1).

Land uses are permitted within the area described as Single Family Residential – 1 (SF-1) district in accordance with the Single Family Residential District –1 (SF-1), as found in Section 33 of the City of Waxahachie Zoning Ordinance with the exception of the prohibited land uses shown in Table 2.4.

2.6 Single Family Residential –2 (SF-2).

Land uses are permitted within the area described as Single Family Residential – 2 (SF-2) district in accordance with the Single Family Residential District – 2 (SF-2), as found in Section 33 of the City of Waxahachie Zoning Ordinance with the exception of the prohibited land uses shown in Table 2.4.

2.7 Single Family Residential –3 (SF-3).

Land uses are permitted within the area described as Single Family Residential – 3 (SF-3) district in accordance with the Single Family Residential District – 3 (SF-3), as found in Section 33 of the City of Waxahachie Zoning Ordinance with the exception of the prohibited land uses shown in Table 2.4.

2.8 Accessory Uses. Accessory uses shall be allowed in accordance with the respective City of Waxahachie Zone Districts.

EXHIBIT B - ORDINANCE 2302***Villages of Mustang Creek*****Table 2.1**

Approximate Area by Land Use Classification		
Land Use Classification	Land Area (acres)	Land Area (%)
Commercial (C & GR)	178	9
Multi-Family Residential (MF-1 & 2F)	73	4
Single Family Residential (SF-1, 2 & 3)	1,714	87
TOTAL	1,965	100

Table 2.2

Approximate Land Use Area By Sub-District				
Land Use Classification	South (acres)	Central (acres)	North (acres)	East (acres)
Commercial (C & GR)	97	43	38	-0-
Multi-Family Residential (MF-1 & 2F)	-0-	34	39	-0-
Single Family Residential (SF-1, 2 & 3)	405	431	490	388
Total	502	508	567	388

EXHIBIT B - ORDINANCE 2302

Villages of Mustang Creek

Table 2.3

Allowed Uses Commercial District

Residential Uses

Bed and Breakfast Inn

~~Mobile Home as a Fixed Dwelling~~ SUP

~~Mobile Home Park or Trailer Camp~~ SUP

~~Modular Prefabricated Structure~~ SUP

~~Multiple Family Dwelling or Apartment~~

~~Single Family Dwelling Attached~~

~~Single Family Dwelling Detached~~

~~Two Family Dwelling (Duplex)~~

Education, Institutional and Special Uses

Art Gallery or Museum

~~Cemetery or Mausoleum~~ SUP

Child Care Center

Church, Rectory or Temple

College or University

Convent or Monastery

~~Day Camp for Children~~

~~Community Home~~ SUP

~~Fairgrounds or Exhibition Area~~

~~Farm, Ranch, Garden, Crops or Orchard~~

Fraternal Organization, Lodge, Union Hall or Civic Club

~~Golf Course or Country Club~~

Home of Aged Residence (Assisted Living) SUP

Hospital, Acute Care

Hospital, Chronic Care

~~Institution for Alcoholic, Narcotic or Psychiatric Patients~~

Institution of Religious, Charitable or Philanthropic Nature

~~Juvenile Detention Center~~ SUP

Kindergarten or Nursery School, Private

Park, Playground or Public Community Center

Rehabilitation Care Facility SUP

School, Business

School, Driving or Defensive Driving

School, Private Primary or Secondary SUP

School, Public or Parochial

School, Commercial Trade

Skilled Nursing Facility SUP

Tennis, Swim or Recreation Club (Private)

EXHIBIT B - ORDINANCE 2302

Villages of Mustang Creek

Utility, Service and Other Uses

Animal Pound (Public)	SUP
Antenna, Non-Commercial (Amateur Radio, Television or CB Radio)	
Electric Generating Plant	SUP
Electric Substation	
Electric Transmission Line	
Franchised Private Utility	SUP
Gas Transmission Line	
Local Utility Distribution Lines	
Municipally Owned Facilities and Uses	
Off-Street Parking Incidental to Main Use	
Public Building, Shop or Yard of Local, State, or Federal Agency	
Public or Private Utility Shop or Storage	SUP
Railroad Track and Right Of Way	
Sewage Pumping or Lift Station	
Telephone Business Office	
Telephone Line and Exchange	
Water Reservoir, Water Pumping Station and Well	
Water Stand Pipe or Elevated Storage Tank	
Water Treatment Plant (Public)	

Accessory and Incidental Uses

Accessory Building (Business or Industry)	
Caretaker's or Guard's Residence	
Field or Construction Office (Subject to Approval and Control by Building Inspection)	
Garage or Estate Sale	
Home Occupation	
Portable Building	SUP
Stables, Private	
Swimming Pool (Private)	
Tennis Court (Private, Lighted)	
Tennis Court (Private, No Lights)	

Sign and Identification Uses

Advertising Sign	
Agricultural Sign	
Apartment Name Sign	
Construction Sign	
Development Sign	
General Business Sign	
Institutional Sign	
Name Plate	
Portable Sign	
Real Estate Sign	
Special Height Sign	

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EXHIBIT B - ORDINANCE 2302

Villages of Mustang Creek

Retail and Service Type Uses

Animal Humane Society
Antique Shop, Sale Indoors
Appliance Rental
Art Supply Store
Bakery or Confectionary Shop (Retail)
Banking, Automatic Teller Only
Book or Stationary Shop or Newsstand
Building Materials, Hardware or Home Improvement Center (Indoor)
~~Building Materials, Hardware or Home Improvement Center (Outdoor)~~
Cleaning Shop or Laundry Pick-Up and Self Service (Small Shop)
Clinic, Medical or Dental (Doctor's Office)
Computer Sales
Copy Shop
Custom Personal Service Shop
Discount or Department Store
Donut Shop
Drapery, Needlework or Weaving Shop
Drug Store or Pharmacy
Florist or Garden Shop
Food and Beverage Sales Store with Gasoline Service (Convenience Store)
Food and Beverage Sales Store without Gasoline Service (Convenience Store)
Funeral Home or Mortuary
Furniture, Home Furnishings and Appliance Store
Greenhouse or Plant Nursery with Outside Display of Plants (Retail Sales)
Grocery Store
Handicraft Shop and Art Objects Sales
Hardware Store, Hobby Shop or Building Materials (Inside)
Household Appliance Service or Repair
Ice Cream / Yogurt Sales
Incidental or Accessory Retail or Service Uses
Key Shop
Kiosk SUP
Laboratory, Medical or Dental SUP
Laundromat (or Self-Service Washateria)
Massage Establishment (Medical) SUP
Medical Appliances, Fitting, Sales or Retail
~~Metal Recycling Center~~ SUP
Mini-Warehouse
Mortuary or Funeral Parlor
Office, Professional and Administrative
~~Palm Reading / Fortune Telling~~
~~Pawn Shop~~
Pet Shop and Grooming
Radio, Stereo and Cellular Phone Sales and Installation
Restaurant or Cafeteria (Not Drive-In Service)

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EXHIBIT B - ORDINANCE 2302

Villages of Mustang Creek

Restaurant or Cafeteria (Drive-In Service)
Retail Shop, Apparel, gift, Accessory and Similar Items
Retail Stores and Shops other than listed
~~Secondhand Store, Used Furniture or Rummage Sale~~
Security Systems Installation Company
Silk Screening Studio or Tee Shirt Shop
Studio for Decorator, Artist, or Photographer
Studio, Health, Exercise Club or Similar Service
Studio, Music, Dance or Drama
Tanning Salon or Studio
Temporary Outdoor Retail Sales / Commercial Promotion
Theater (Indoor)
~~Tool and Light Equipment Rental~~
Travel Bureau or Travel Consultant
Trophy and Award Sales and Engraving
~~Used Clothing Store~~
Vacuum Cleaner Sales and Service
Variety Store or Similar Retail Outlet
~~Veterinarian Hospital with Outside Animal Pens~~
Veterinarian Office Only (No Outside Pens)
Wallpaper, Flooring and Carpet Store

Recreation and Entertainment Uses

Amusement Arcade
Amusement, Commercial (indoor)
~~Amusement, Commercial (outdoor)~~
Ballroom Dancing
Carnival, Circus or Tent Service (temporary) Subject to Temporary Permit
~~Country Club (private)~~
~~Day Camp for Children~~
~~Golf Course (Commercial)~~
Health Club or Studio
Park or Playground (private) Non-Commercial SUP
Playfield or Stadium (public)
Private Club SUP
~~Rodeo Grounds~~ SUP
Roller or Ice Rink
~~Stable (public or commercial)~~ SUP
Swimming Pool (commercial)
Swim, Tennis, or Handball Club
~~Theater (open drive in)~~
Theater or Playhouse in Building
~~Zoo (public)~~ SUP

EXHIBIT B - ORDINANCE 2302

Villages of Mustang Creek

Auto and Related Uses

Airport or Landing Field	SUP
Auto Accessory Installation, Minor	
Auto Glass, Seat Cover/Upholstery and Muffler Shop	
Auto Laundry or Car Wash	
Auto Leasing and Rental	
Automotive Gasoline Service Station or Car Care Center	
Auto Painting or Body Rebuilding Shop	SUP
Auto Parts and Accessory Sales, New (indoor)	
Auto Repair (major)	SUP
Auto Repair (minor)	
Boat Sales	SUP
Bus Substation or Terminal	
Commercial Auto Parking Lot	
Hauling or Storage Company with Outside Storage	SUP
Heliport	SUP
Helistop	SUP
Motorcycle Sales and Repair	SUP
Motor Freight Terminal	SUP
New and Used Auto Sales	
Parking Lot or Structure, Commercial (auto)	
Parking Lot, Trucks and Trailers	SUP
RV Camper Sales	SUP
Tire Installation and Repair (inside storage only)	
Tire Installation and Repair with Outside Storage	
Tire Retreading or Capping	
Tractor Sales (new or used)	SUP
Trailer, Truck or Mobile Home Sales or Rental	SUP
Trailer and Heavy Load Vehicle Repair	SUP
Truck Stop	
Used Auto Sales, Outdoor Lot	SUP

Commercial Type Uses

Ambulance Services	
Bakery or Confectionary (Wholesale or Commercial)	
Book Binding	
Bottling Works (Wholesale)	
Building Material Sales	
Cabinet and Upholstery Shop	
Cleaning and Dyeing Plant (Commercial)	
Cleaning Plant (Commercial, Special Equipment)	
Clothing Manufacture or Light Compounding or Fabrication	
Contractor's Yard and Storage Shop	
Draperly or Furniture Upholstery Shop	
Dyeing or Laundry Dry Cleaning Plant (Commercial)	SUP
Feed and Grain Store	

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EXHIBIT B - ORDINANCE 2302

Villages of Mustang Creek

Commercial Type Uses (Continued)

Flea Market	SUP
Food Processing Plant	SUP
Furniture Manufacture and Refinishing Shop	
Glass Cutting	
Heating and Air Conditioning Sales	
Job Printing or Newspaper Printing	
Kennel (Outdoor or Indoor Pens)	SUP
Laboratory Equipment Manufacturing	SUP
Laboratory, Scientific or Research	
Landscape Service Installation	
Light Manufacturing and Assembly Processes	
Lithographic or Print Shop	
Maintenance and Repair Services for Buildings	
Metal Buildings	SUP
Milk Depot, Dairy or Ice Cream Plant	
Motel or Hotel (less than 75 rooms)	
Motel or Hotel (over 75 rooms)	
Office Showroom / Warehouse	
Open Storage, Display, or Work Areas for Merchandise or Machinery	SUP
Outside Display for Sale of Portable Buildings or Satellite Dish Antennae	
Paint Shop	SUP
Plumbing Shop	
Portable Building Sales	SUP
Railroad Team Track Freight Depot or Docks	SUP
Storage or Wholesale Warehouse	
Wholesale Office and Sample Room	

General Manufacturing and Industrial Uses

~~Concrete or Asphalt Batching Plant (Temporary)~~ ~~By Council Resolution Only~~

Note: Uses shown with a strikethrough are not allowed within the PD District.

EXHIBIT B - ORDINANCE 2302

Villages of Mustang Creek

Table 2.4

Prohibited Land Uses

Boarding or Rooming House – MF1
Fraternity or Sorority House – SF1, SF2, SF3, 2F, MF1
Multiple Family Dwelling or Apartment – GR
Single Family Dwelling, Attached – GR
Single Family Dwelling, Detached – 2F, MF1, GR
Two Family Dwelling – MF1, GR
Art Gallery or Museum - SF1, SF2, SF3, 2F, MF1
Cemetery or Mausoleum - SF1, SF2, SF3, 2F, MF1, GR
Convent or Monastery - SF1, SF2, SF3, 2F, MF1
Day Camp for Children - SF1, SF2, SF3
Fairgrounds or Exhibition Area – GR
Farm, Ranch Garden, Crops or Orchard - SF1, SF2, SF3, 2F, MF1, GR
Group Day Care Home - SF1, SF2, SF3, 2F
Home for Aged, Residence - SF1, SF2, SF3, 2F
Hospital, Acute Care – SF3, 2F
Institution for Alcoholic, Narcotic, or psychiatric patients – GR
Juvenile Detention Center – GR
Kindergarten or Nursery School, Private - SF1, SF2, SF3, 2F
Skilled Nursing Facility – GR
School, Commercial Trade – GR
Home Occupation – GR
Stables (Private) – SF1
Swimming Instruction as Home Occupation – SF1, SF2, SF3, 2F, GR
Searchlights – GR
Building Materials, Hardware or Home Improvement Center (Outdoor) – GR
Funeral Home or Mortuary – GR
Greenhouse or Plant Nursery w/ Outside Display of Plants (retail Sales) – GR
Metal Recycling Center – GR
Mini-Warehouse – GR
Mortuary or Funeral Parlor – GR
Pawn Shop – GR
Secondhand Store, Used Furniture or Rummage Sales – GR
Theater (indoor) – GR
Used Clothing Store – GR
Veterinarian Hospital with Outside Animal Pens – GR
Wallpaper, Flooring and Carpet Store – GR
Amusement Arcade – GR
Amusement, Commercial (Outdoor) – GR
Ballroom Dancing – GR
Airport or Landing Field – GR
Auto Accessory Installation, Minor – GR
Auto Laundry or Car Wash – GR

03/15/05

EXHIBIT B - ORDINANCE 2302

Villages of Mustang Creek

Auto Leasing and Rental – GR
Auto Repair (Minor) – GR
Bus Substation or Terminal – GR
Commercial Auto Parking Lot – GR
Heliport – GR
Helistop – GR
New and Used Auto Sales – GR
Parking Lot or Structure, Commercial – GR
Tire Installation and Repair – GR
Tire Installation and Repair w/ Outside Storage – GR
Used Auto Sales, Outdoor Lot – GR
Lithographic or Print Shop – GR
Motel or Hotel (less than 75 rooms) – GR
Motel or Hotel (Over 75 rooms) – GR
Open or Outside Storage, Display, or Work Area for Merchandise or Machinery – GR
Outside Display for Sale of Portable Buildings or Satellite Dish Antennas – GR

Villages of Mustang Creek

Section 3. Development Regulations

3.1.1 Overall Residential Density.

The total number of residential dwelling units within the District shall not exceed 4,792, or 2.80 units per acre of land within the sum total of all single-family residential districts (1,714 acres) as shown on the Concept Plan; and within each sub-district as follows:

Table 3.1.1

Maximum Number of Single Family Residential Lots By Sub-District			
Sub-District	Maximum Number of SF Lots	Gross Area of Single Family Residential Use (acres)	Gross Density (Lots per Acre)
North	1,431	490	2.92
Central	1,380	431	3.20
South	1,230	405	3.04
East	751	388	1.94
Total	4,792	1,714	2.80

Table 3.1.2

Maximum Number of All Dwellings Within Planned Development District			
Sub-Area	Gross Area (acres)	Maximum Density (units per acre)	Maximum Number of Dwelling Units
Single-Family	1,714	2.80	4,792
Two-Family	30	6.67	200
Multi-Family	43	18.0	774
TOTAL	1,787	3.23	5,766

Each Preliminary Plat submitted shall comply with the residential mix ratios for the district as depicted in Table 3.2.

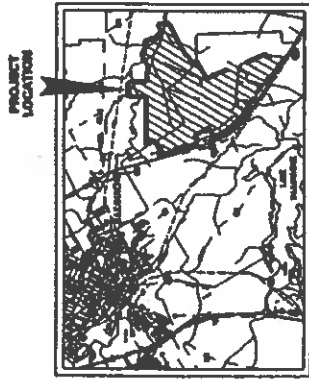
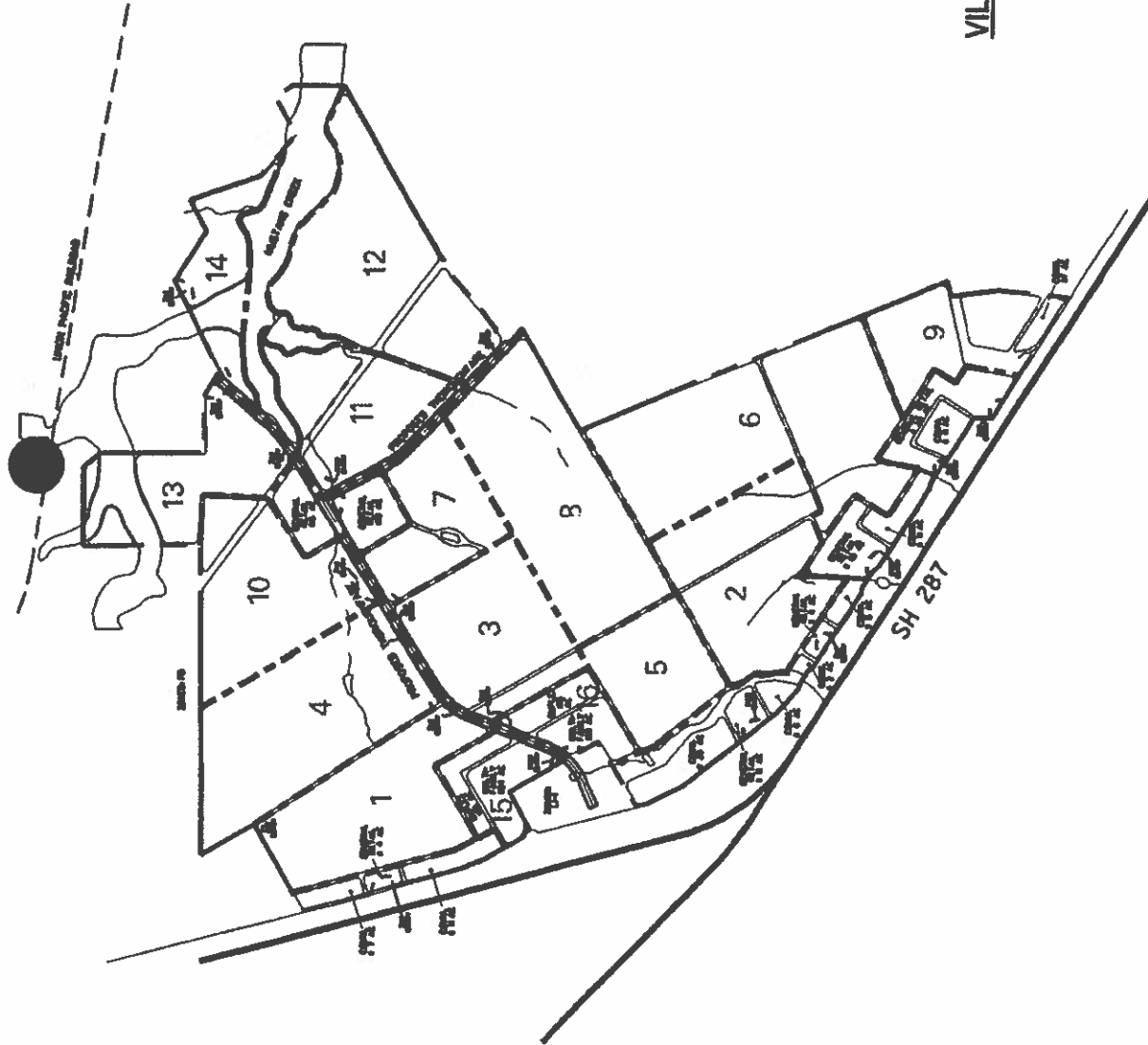
EXHIBIT B - ORDINANCE 2302

Villages of Mustang Creek

3.1.2 Project Phasing.

Development within the District is dependent upon the availability and location of water and wastewater utility service from the City of Waxahachie. Generally, the first phases will be near Highway 287 in the western portion of the District and subsequent development will proceed from west to east, with utilities and thoroughfares extended as development occurs as referenced and depicted in the phasing plan included as Exhibit 1.

EXHIBIT B - ORDINANCE 2302



PHASING PLAN VILLAGES OF MUSTANG CREEK

CITY OF WAXAHACHE

Carlier-Burgess
 Consulting Engineers and Surveyors
 1000 E. 10th Street, Suite 100
 Waco, Texas 76797
 Phone: 767-2222

January 2003

CAD FILE NO. 01-000-000 PROJECT NO. 01-000-000

EXHIBIT 1

EXHIBIT B - ORDINANCE 2302***Villages of Mustang Creek*****Table 3.2**

Single Family Lot Distribution By Sub-District & Zone Classification		
Residential Zone Classification (Minimum Lot Area)	Lot Count Thresholds	Percent Of Lots
North Sub-District		
SF-1 (12,500 sq. ft.)	Minimum of 163	Minimum of 11 %
SF-2 (8,000 sq. ft.)	Minimum of 823	Minimum of 58 %
SF-3 (6,600 sq. ft.)	Maximum of 445	Maximum of 31 %
Total	Maximum of 1,431	
Central Sub-District		
SF-2 (8,000 sq. ft.)	Minimum of 825	Minimum of 60 %
SF-3 (6,600 sq. ft.)	Maximum of 555	Maximum of 40 %
Total	Maximum of 1,380	
South Sub-District		
SF-1 (12,500 sq. ft.)	Minimum of 180	Minimum of 15 %
SF-2 (8,000 sq. ft.)	Minimum of 615	Minimum of 50 %
SF-3 (6,600 sq. ft.)	Maximum of 435	Maximum of 35 %
Total	Maximum of 1,230	
East Sub-District		
SF-1 (12,500 sq. ft.)	Minimum of 376	Minimum of 50 %
SF-2 (8,000 sq. ft.)	Minimum of 375	Maximum of 50 %
Total	Maximum of 751	
TOTAL - ALL SUB-DISTRICTS		
SF-1 (12,500 sq. ft.)	Minimum of 719	Minimum of 15 %
SF-2 (8,000 sq. ft.)	Minimum of 2,638	Minimum of 55 %
SF-3 (6,600 sq. ft.)	Maximum of 1,435	Maximum of 30 %
Total	Maximum of 4,792	100 %

EXHIBIT B - ORDINANCE 2302

Villages of Mustang Creek

3.2 Lot Regulations

Lot dimensions, setbacks, and lot coverage are established as follows:

3.2.1 Commercial District.

Lot dimensions within the Commercial District shall be in accordance with Section 27 (Commercial District) of the City of Waxahachie Zoning Ordinance, except as follows:

- A. Front Yard. The minimum front yard shall be 60 feet.
- B. Rear Yard. The minimum rear yard shall be 40 feet.

3.2.2 General Retail District.

Lot dimensions within the General Retail District shall be in accordance with Section 25 (General Retail District) of the City of Waxahachie Zoning Ordinance, except as follows:

- A. Front Yard. The minimum front yard shall be 60 feet.
- B. Rear Yard. The minimum rear yard shall be 40 feet.

3.2.3 Multi-Family Residential District.

Lot dimensions within the Multi-Family Residential District shall be in accordance with Section 18 (Multi-Family Residential - 1 District) of the City of Waxahachie Zoning Ordinance.

3.2.4 Two Family Residential District.

Lot dimensions within the Two Family Dwelling District shall be in accordance with Section 17 (Two-Family Residential District) of the City of Waxahachie Zoning Ordinance.

3.2.5 Single Family Residential –1 District.

Lot dimensions within the Single Family Residential – 1 District shall be in accordance with Section 14 (Single Family Residential – 1 District) of the City of Waxahachie Zoning Ordinance, except as follows:

- A. Lot Depth. The minimum lot depth shall be 120 feet, except on cul-de-sac bulbs and elbows, where the minimum lot depth shall be 110 feet.

3.2.6 Single Family Residential –2 District.

Lot dimensions within the Single Family Residential – 2 District shall be in accordance with Section 15 (Single Family Residential – 2 District) of the City of Waxahachie Zoning Ordinance, except as follows:

- A. Lot Depth. The minimum lot depth shall be 115 feet, except on cul-de-sac bulbs and elbows, where the minimum lot depth shall be 100 feet.

3.2.7 Single Family Residential –3 District.

Lot dimensions within the Single Family Residential – 3 District shall be in accordance with Section 16 (Single Family Residential – 3 District) of the City of Waxahachie Zoning Ordinance, except as follows:

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Villages of Mustang Creek

A. Lot Area. The minimum lot area shall be 6,600 square feet.

B. Lot Depth. The minimum lot depth shall be 110 feet, except on cul-de-sac bulbs and elbows, where the minimum lot depth shall be 100 feet.

3.3 Building Regulations.

Building regulations within the Planned Development District for all uses shall be in accordance with the respective Sections of the City of Waxahachie Zoning Ordinance, as follows:

3.3.1	Commercial	Section 27
3.3.2	General Retail	Section 25
3.3.3	Multi-Family Residential – 1	Section 18
3.3.4	Two-Family Residential	Section 17
3.3.5	Single Family Residential –1	Section 14
3.3.6	Single Family Residential –2	Section 15
3.3.7	Single Family Residential –3	Section 16

3.3.8 Other Building Regulations

All buildings shall meet or exceed the minimum requirements of the City of Waxahachie Zoning Ordinance, including exterior construction requirements, lot coverage, setbacks, and minimum dwelling area. In addition, an Architectural Control Committee shall be established for the purposes of architectural review for repeating elevations, brick type, roof pitch, etc.

3.4 Parking Regulations

For all land uses, off-street parking shall be in accordance with Section 35 of the City of Waxahachie Zoning Ordinance.

3.5 Landscape Requirements

Landscaping shall be required in accordance with Section 36 of the City of Waxahachie Zoning Ordinance, except as follows:

3.5.1 Landscape Buffer on Thoroughfare Frontage.

On non-residential lots, a minimum 20-foot landscape buffer (interior parkway) adjacent to any arterial thoroughfare right-of-way shall be provided.

3.5.2 Trees on Residential Lots.

Two 3-inch caliper trees, in accordance with an approved City of Waxahachie tree list, shall be planted on each residential lot.

03/15/05

Villages of Mustang Creek

3.5.3 Trees in Public Spaces.

Within lots dedicated for public or common use, no fewer than 800 3-inch caliper trees, in accordance with an approved City of Waxahachie tree list, shall be planted.

3.5.4 Entries to Development.

No fewer than four (4) entries to residential development within the District shall be provided with no less than 90 feet of right-of-way width and landscaped medians of no less than 14 feet in width. Irrigation shall be required for all primary and entrances, and all medians that feature landscaping.

3.6 Screening and Buffering Requirements

3.6.1 Screening Between Uses.

Screening to provide a buffer between uses shall be required in accordance with Section 38 of the City of Waxahachie Zoning Ordinance and Subdivision Ordinance #2084, except as follows:

A. Any required screening wall or fence shall be placed within a landscape buffer area no less than 10 feet in width and 1 tree in accordance with an approved City of Waxahachie tree list shall be planted per 40 lineal feet of screening wall.

3.6.2 Screening Adjacent to Collector Streets.

Screening shall be provided along residential lots with side or rear lot lines adjacent to collector streets. A 10 foot landscape lot shall be provided within which a meandering sidewalk (with 5 foot minimum width) shall be constructed and 3-inch caliper trees, in accordance with an approved City of Waxahachie tree list, shall be planted at a rate of 1 tree per 50 feet of collector street. A masonry wall shall be constructed on the property line adjacent to any residential rear or side yard.

3.7 Park and Open Space Requirements

Park land shall be provided for public or private recreation. Park land may include public or private pocket parks, neighborhood parks, playgrounds, and community recreation facilities that are accessible to residents of the PD district. Park land shall be maintained by a Home Owner's Association unless dedicated to the City of Waxahachie.

3.7.1 Public Park Land/Neighborhood Parks

A minimum of four (4) "neighborhood parks" shall be provided, one in each of four sub-districts. Each park shall be a minimum of seven (7) acres in size, exclusive of any floodplain area. The location of each neighborhood park shall be reasonably central within each respective sub-district. The specific location of each park shall be determined at the time of preliminary plat approval, and shall be subject to a favorable determination by the City that the land that is proposed for each park area is suitable for such purposes. Each neighborhood park shall be dedicated to the City upon platting twenty-five percent (25%) of the total number of lots within each respective sub-district.

EXHIBIT B - ORDINANCE 2302

Villages of Mustang Creek

Each neighborhood park shall be dedicated to the City (in fee simple) at the time of final plat approval, unless the City decides that the neighborhood park can be, and should be, owned and maintained by the private homeowners' association (HOA) that is duly approved by the City for the subdivision.

Each neighborhood park shall contain and include the following facilities at a minimum (all construction materials, structures, location and placement shall be as approved by the City):

- a. One (1) modular playground apparatus, installed on a safe "fall zone" surface (such as pea gravel or other surface as determined appropriate and acceptable by the City);
- b. Concrete paved parking area for on-site (i.e., not on-street) parking of at least ten (10) vehicles;
- c. Drinking fountain, connected to the City's potable water supply line;
- d. Picnic shelter (covered, on concrete paved slab) with at least five (5) picnic tables;
- e. Six (6) park benches; and
- f. One (1) standard swing set with at least four (4) swings,
- g. One (1) bike rack
- i. Two (2) trash receptacles.

The above facilities shall be installed by the developer, based upon a site plan, specifications and construction details that are approved by City staff.

3.7.2. Private Open Space

In addition to the neighborhood parks described above, private park land shall be provided at a rate of one (1) acre per one hundred (100) dwelling units at the time of preliminary plat approval. All private park areas shall be owned and maintained by the HOA. Each private park area shall be depicted on the plat as a separate tract, and shall be shown as "to be conveyed to and maintained by the HOA" on the final plat.

3.7.3 Private Amenity Centers

One community recreation facility shall be provided within each of the four sub-districts. These facilities must be no less than 2 acres in area and shall provide the following elements:

- 1 swimming facility
- 1 covered cabana, with restroom facilities
- 1 covered picnic area
- 2 park benches
- 3 trash receptacles

EXHIBIT B - ORDINANCE 2302

Villages of Mustang Creek

- 1 bike rack
- 1 playground system containing at least 5 activity stations

One amenity center with each sub-district shall be constructed when the sub-district's development exceeds 250 platted lots and completed prior to the issuance of the 250th residential certificate of occupancy within the sub-district.

3.7.4 Park and Open Space Requirements.

- A. All residences shall be within 1,500 lineal feet of a park, playground, school site or accessible open space.
- B. Any open space greater than 4 acres or linear open space greater than 250 feet in length shall contain a trail that connects to other trails or to sidewalks within public street right-of-way. All trails shall be a minimum of six feet (6') in width, and shall be constructed of a surface material mutually acceptable to the Developer and the City of Waxahachie. The trail connectivity shall be completed prior to the issuance of the first certificate of occupancy within the related phase of development.
- C. One of the previously described parks within Sections 3.7.1, 3.7.2 or 3.7.3 shall be completed prior to the issuance of the 1st residential certificate of occupancy within the 1st phase of residential development within each sub-district.

3.8 Signs.

Signs shall be installed in accordance with Section 43 of the City of Waxahachie Zoning Ordinance.

Villages of Mustang Creek

<i>Villages of Mustang Creek</i> <u>Proposed Enhancements</u>		
Type of Requirement	Current City Requirement	Proposed Planned Development Requirement
RESIDENTIAL LOT AREA & DIMENSIONS		
Lot Area (SF-3)	6,000 sq. ft.	6,600 sq. ft.
Lot Depth (SF-1)	100 ft.	120 ft.
Lot Depth (SF-2)	100 ft.	115 ft.
Lot Depth (SF-3)	100 ft.	110 ft.
COMMERCIAL LOT DIMENSIONS		
Minimum Front Yard (Commercial)	25 ft.	60 ft.
Minimum Rear Yard (Commercial)	25 ft. (Adjacent to Residential)	40 ft.
Minimum Front Yard (Retail)	40 ft.	60 ft.
Minimum Rear Yard (Retail)	25 ft. (Adjacent to Residential)	40 ft.
RESIDENTIAL BUILDING REGULATIONS		
Residential Architectural Control	No Requirement	A residential architectural control committee has been established for review of architectural features.
LANDSCAPE REQUIREMENTS		
Commercial Landscape Buffer Adjacent to Street ROW	10 ft.	20 ft.
Residential Trees on Lot	None Required	2 per lot
Trees on Public or Common Areas	None Required	800 required
Residential Entrance Requirements	None Required	90 ft. of width with landscaped median and parkways
SCREENING AND BUFFERING REQUIREMENTS		
Landscape Buffer Area at Screening Walls	Subdivision Ordinance Section 5.7	10 ft. in width 1 tree per 40 lineal feet
Landscape Buffer Area adjacent to Residential Collector Street with adjacent rear or side lot lines.	Subdivision Ordinance Section 5.7	10 ft. in width 5 ft. meandering sidewalk 1 tree per 50 lineal feet

Villages of Mustang Creek

<i>Villages of Mustang Creek</i> <u>Proposed Enhancements</u>		
Type of Requirement	Current City Requirement	Proposed Planned Development Requirement
PARK AND OPEN SPACE REQUIREMENTS		
Minimum Park Land Required	None Required	1 acre per 100 lots
Park Locations	None Required	All residences within 1,500 lineal feet of park
Minimum Number of Parks	None Required	At least 2 parks in each sub-district; 40,000 sq. ft. minimum; playground required
Minimum Number of Amenity Centers	None Required	At least 1 in each sub-district; 2 acre minimum; swimming pool required
Trail System	None Required	Trail shall connect significant open spaces

Villages of Mustang Creek

<i>Villages of Mustang Creek</i> Summary of PD Zoning Regulations			
Zoning Criteria	SF-1	SF-2	SF-3
LOT DIMENSIONS			
Minimum Lot Area (Sq. Ft.)	12,500	8,000	6,600
Minimum Lot Width (Ft.)	80	70	60 ¹
Minimum Lot Depth (Ft.)	120	115	110
SETBACKS			
Minimum Front Setback (Ft.)	25	25	25
Minimum Rear Setback (Ft.)	15	15	15
Minimum Side Setback – Interior (Ft.)	10	8	7
Minimum Side Setback – Corner (Ft.)	20	15	15
Minimum Setback – Garage Opening (Ft.) ²	20	20	20
OTHER REGULATIONS			
Maximum Height (Stories)	2	2	2
Maximum Lot Coverage (%)	35	35	35
Minimum Dwelling Area (Sq. Ft.)	2,200	1,600	1,200
Minimum Enclosed Parking Spaces	2	2	2
Minimum Masonry (%) ³	75	75	75
Trees (3 inch caliper) ⁴	2	2	2
Masonry Fence at side or rear yards adjacent to Arterial and Collector Streets	Yes	Yes	Yes
Landscape Buffer with 5 foot sidewalk and street trees adjacent to side and rear yards adjacent to Arterial and Collector Streets (Ft.)	10	10	10

¹ Lot width may be 55 feet, as measured at the front building line, on a cul-de-sac bulb. Section 40.2.D.

² Single-family homes with side entry garages where lot frontage is only to one street (not a corner lot) shall have a minimum of 25 feet from the door face of the garage to the side property line for maneuvering.

³ Total exterior walls above grade level roof overhang, excluding doors and windows, constructed of brick, stone, or material of equal characteristics. Section 34.2.A.1.a.

⁴ Yellow highlight shows requirement exceeding minimum standards of City Zoning Ordinance.

EXHIBIT B - ORDINANCE 2302

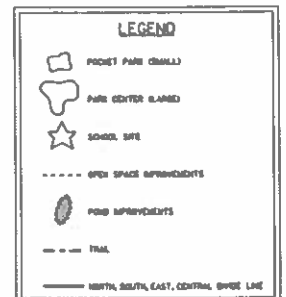
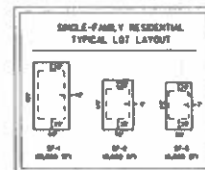
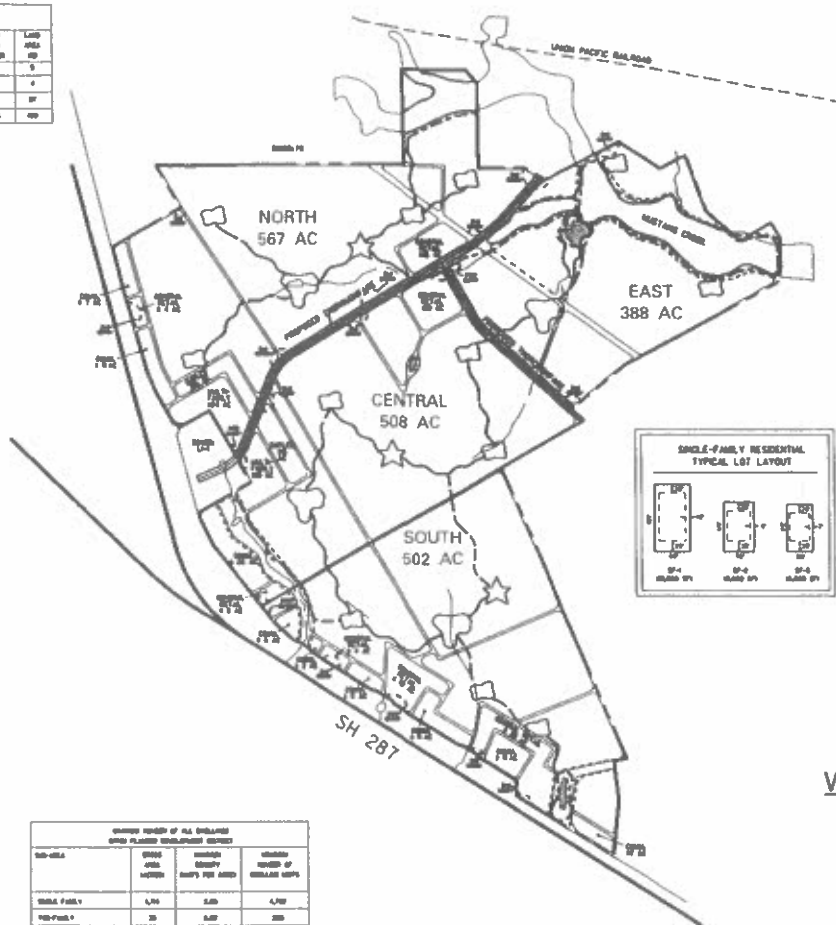
APPROXIMATE AREA OF SUB-DISTRICT		APPROXIMATE AREA OF LAND USE CLASSIFICATION			
SUB-DISTRICT	APPROXIMATE AREA ACRES	LAND USE CLASSIFICATION	LAND AREA ACRES	LAND AREA SQ. FT.	LAND AREA ACRES
NORTH	567	RESIDENTIAL, R-1 & R-2	12	328,320	12
CENTRAL	508	RESIDENTIAL, R-1 & R-2	12	328,320	12
SOUTH	502	RESIDENTIAL, R-1 & R-2	12	328,320	12
EAST	388	RESIDENTIAL, R-1 & R-2	12	328,320	12
TOTAL	1,965		48	13,132,800	48

APPROXIMATE LAND USE AREA OF SUB-DISTRICT		APPROXIMATE LAND USE AREA OF SUB-DISTRICT			
SUB-DISTRICT	APPROXIMATE LAND USE AREA ACRES	LAND USE CLASSIFICATION	LAND AREA ACRES	LAND AREA SQ. FT.	LAND AREA ACRES
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EAST	388	RESIDENTIAL, R-1 & R-2	12	328,320	12
TOTAL	1,965		48	13,132,800	48



CONCEPT PLAN VILLAGES OF MUSTANG CREEK

CITY OF WAXAHACHE

Carter-Burgess

Consultants in Planning, Engineering, Architecture,
Environmental Science, and Related Services

CARTER & BURGESS, INC.

1000 BROADWAY, SUITE 1000
DALLAS, TEXAS 75201-1000

Phone: 214-760-0000
Fax: 214-760-0000

January 2005



Memorandum

To: Honorable Mayor and City Council
From: Wade G. Goolsby, Chief of Police
Thru: Michael Scott, City Manager
Date: April 6, 2022
Re: Authorized Positions – Police Department

The Waxahachie Police Department currently has two officers on military deployment. One is in the National Guard and is assigned to the Texas border and the other is assigned to Washington DC for training. Each of these officers are on deployment that is expected to be a year or more in duration.

At this point in time, the City has met its obligation in paying for military leave and each employee is now being paid by the military and not the City. However, based on the information given, each officer will be deployed until the end of this calendar year or later and into the next budget year.

We have requested additional police personnel in the upcoming budget due to the city growth and increase in demands. In lieu of this, we would like to proceed with filling the positions left vacant by the deployed officers. The addition of the two personnel positions should have no financial impact due to the fact that we are already budgeted for those

two positions but are not paying their salaries due to the military deployment. Upon their return, the officers will return to their previously assigned duties and the positions added now will be subtracted from the number requested in the new budget year.

With the addition of the two positions to fill the vacancies created by the military deployments, the amended authorized positions would be as follows:

Police Chief –	1
Assistant Chiefs -	2
Lieutenants -	5
Sergeants -	8
Corporals -	4
Officers -	61
Total Sworn Positions -	81

I respectfully request to amend the authorized number of sworn personnel for the police department.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF WAXAHACHIE, TEXAS, ESTABLISHING AND RE-ESTABLISHING CLASSIFIED POSITIONS UNDER CIVIL SERVICE IN THE FIRE AND POLICE DEPARTMENTS, REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. The classified positions under Civil Service in the Fire Department shall be as follows:

Assistant Fire Chief	1
Fire Marshal	1
Fire Battalion Chief	5
Fire Captain	9
Fire Lieutenant	3
Fire Pumper Engineer	12
Firefighter	36

SECTION 2. The classified positions under Civil Service in the Police Department shall be as follows:

Assistant Police Chief	2
Police Lieutenant	5
Sergeants	8
Corporal	4
Police Patrol Officer	61

SECTION 3. The annual/monthly base rate pay for each of the above captioned classified positions shall be determined by each year's budget.

SECTION 4. The positions of Assistant Fire Chief and Assistant Police Chief shall be appointed positions, appointed by the head of the department.

SECTION 5. That all ordinances of the City of Waxahachie heretofore adopted which are in conflict with the provisions of this ordinance be, and the same are hereby repealed.

SECTION 6. That this ordinance shall take effect thirty days after passage and all requirements under Chapter 143 of the Local Government Code have been satisfied.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2022.

MAYOR

ATTEST:

CITY SECRETARY

**NORTH GROVE PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #3 REIMBURSEMENT AGREEMENT**

This North Grove Public Improvement District Improvement Area #3 Reimbursement Agreement (this “Reimbursement Agreement”) is executed by and between the **City of Waxahachie, Texas** (the “City”) and **GRBK Edgewood LLC**, a Texas limited liability company (the “Developer”) (individually referred to as a “Party” and collectively as the “Parties”) to be effective April 18, 2022 (the “Effective Date”).

RECITALS

WHEREAS, capitalized terms used in this Reimbursement Agreement shall have the meanings given to them in this Reimbursement Agreement or in the *North Grove Public Improvement District Service and Assessment Plan*, dated April 19, 2021, as the same may be further amended, supplemented, and updated from time to time (the “SAP”) approved by the City Council on April 19, 2021; and

WHEREAS, on September 15, 2014 the City Council passed and approved Resolution No. 1189 authorizing the creation of the North Grove Public Improvement District (the “District”) covering approximately 768 acres of land described by metes and bounds in said Resolution (the “District Property”); and

WHEREAS, the purpose of the District is to finance public improvements (the “Authorized Improvements”) as provided by Chapter 372, Texas Local Government Code, as amended (the “PID Act”) that promote the interests of the City and confer a special benefit on the Assessed Property within the District; and

WHEREAS, the District Property is being developed in phases, and special assessments for each phase have been or will be levied against the Assessed Property within such phase to pay the costs of Authorized Improvements that confer a special benefit on the Assessed Property within such phase; and

WHEREAS, Improvement Area #3 Improvements (as defined in the SAP) are to be constructed within Improvement Area #3 of the District Property, as described and depicted in the SAP; and

WHEREAS, the City Council intends to consider an ordinance (the “Assessment Ordinance”) which, among other things, will approve updates to the SAP (including the Improvement Area #3 Assessment Roll), levy assessments on property within Improvement Area #3, and establish the dates upon which interest on assessments will begin to accrue and collection of assessments will begin; and

WHEREAS, in addition to approving the SAP, the Assessment Ordinance will levy assessments against property within Improvement Area #3 (the “Improvement Area #3 Assessed Property”) for the Improvement Area #3 Improvements in accordance with the assessment roll (the “Improvement Area #3 Assessment Roll”) to be attached to the SAP; and

WHEREAS, the Developer has sufficient Authorized Improvements to support the levy of assessments and issuance of \$3,955,000 of Future Improvement Area #3 Bonds (hereinafter defined) for the area in Improvement Area #3 that will be developed by Developer, and the City will utilize \$3,955,000 for reimbursement to Developer of a portion of costs in Improvement Area #3 (the “Improvement Area #3 Improvements Costs”); and

WHEREAS, the SAP will allocate the Improvement Area #3 Improvements Costs to Improvement Area #3 of the District Property; and

WHEREAS, assessments against lots within Improvement Area #3 of the District (“Improvement Area #3 Assessments”) will be reflected on the Improvement Area #3 Assessment Roll attached to the SAP as approved by the City Council; and

WHEREAS, the SAP and the Assessment Ordinance will provide, in part, that an assessment or assessments may be paid in full, and if an assessment is not paid in full, it shall be due and payable in Annual Installments plus interest until the Maturity Date (as defined below) or until the assessment is paid in full; and

WHEREAS, all revenue received and collected by the City from the collection of the Improvement Area #3 Assessments and Annual Installments (excluding Delinquent Collection Costs, and Administrative Expenses) (the “Improvement Area #3 Assessment Revenue”) shall be deposited as required by the PID Act into an assessment fund that is segregated from all other funds of the City (the “Improvement Area #3 Assessment Fund”); and

WHEREAS, if Future Improvement Area #3 Bonds (as defined below) are issued, Improvement Area #3 Assessment Revenue shall be collected and deposited as provided in the indenture(s) authorizing the issuance of the Future Improvement Area #3 Bonds (the “Indenture”); and

WHEREAS, the Improvement Area #3 Assessment Revenue deposited into the Improvement Area #3 Assessment Fund shall be used to reimburse the Developer and its assigns for the Improvement Area #3 Improvements Costs advanced by the Developer in an amount not to exceed \$3,955,000, plus interest; and

WHEREAS, the Parties agree that this Reimbursement Agreement supersedes and replaces any prior agreements (whether written or oral) including any amendments to those prior agreements between the Parties regarding the subject matter hereof; and

WHEREAS, this Reimbursement Agreement is a “reimbursement agreement” authorized by Section 372.023(d)(1) of the PID Act and the obligations of the City to use the Improvement Area #3 Assessments hereunder is authorized by the PID Act;

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS OF THE PARTIES SET FORTH IN THIS REIMBURSEMENT AGREEMENT AND FOR VALUABLE CONSIDERATION THE RECEIPT AND

ADEQUACY OF WHICH ARE ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

1. Recitals. The recitals in the “WHEREAS” clauses of this Reimbursement Agreement are true and correct, create obligations of the Parties, and are incorporated as part of this Reimbursement Agreement for all purposes.
2. Reimbursement. Strictly subject to the terms, conditions, and requirements and solely from the Improvement Area #3 Assessment Revenues as herein provided, the City agrees to pay the Developer and its assigns, and the Developer and its assigns shall be entitled to receive from the City, the amount equal to the actual costs of the Improvement Area #3 Improvements paid by the Developer for the Improvement Area #3 Improvements Costs that were within budgeted costs, or authorized overrun costs, that are paid or incurred by the Developer in accordance with this Reimbursement Agreement plus interest on the unpaid balance in accordance with the terms of this Reimbursement Agreement until August 15, 2052 (the “Maturity Date”), and which shall be reimbursed to the Developer and its assigns in a principal amount not to exceed \$3,955,000 (the “Reimbursement Amount”), plus interest accrued as set forth in the SAP and the Improvement Area #3 Assessment Roll. Interest shall begin to accrue on the Reimbursement Amount from the date the Assessment Ordinance levying the Improvement Area #3 Assessments has been adopted by the City Council. The City hereby covenants to create, concurrently with the execution of this Reimbursement Agreement, a separate fund to be designated the “Improvement Area #3 Assessment Fund.” The Reimbursement Amount is payable from monies to be deposited in the Improvement Area #3 Assessment Fund, or from the net proceeds of Future Improvement Area #3 Bonds, as described below:
 - a. The Reimbursement Amount is payable solely from: (i) the Improvement Area #3 Assessment Revenue received and collected by the City and deposited into the Improvement Area #3 Assessment Fund; (ii) the net proceeds (after payment of costs of issuance, including the costs paid or incurred by the City, and funding of reserves) of one or more series of bonds (the “Future Improvement Area #3 Bonds”) issued by the City and secured by the Improvement Area #3 Assessment Revenue; or (iii) a combination of items (i) and (ii) immediately above. The Improvement Area #3 Assessment Revenue shall be received, collected and deposited into the Improvement Area #3 Assessment Fund subject to the following limitations:
 - i. Calculation of the Improvement Area #3 Assessments and the first Annual Installment for a Lot or Parcel shall begin as provided for in the SAP and the Assessment Ordinance.
 - ii. Until such time as Future Improvement Area #3 Bonds are issued, the Improvement Area #3 Assessments shall accrue interest at the rates set forth in this Section 2. Interest shall continue on the unpaid principal amount of

the Improvement Area #3 Assessments for a Lot for the earlier of 30 years or until the Improvement Area #3 Assessments for such Lot are paid in full.

- iii. The Developer and its assigns shall be reimbursed in a combined aggregate amount not to exceed \$3,955,000 plus interest from the Improvement Area #3 Assessment Fund and as allowed under Section 2(a) above.
- iv. The unpaid Reimbursement Amount shall bear simple interest per annum at the rate of 5.76%, provided that, in the event Future Improvement Area #3 Bonds are issued, the per annum interest rate on the Reimbursement Amount shall not exceed, and shall be limited to, the per annum interest rate on such bonds. The interest rate has been approved by the City Council and is authorized by the PID Act and was determined based upon *The Bond Buyer*, a daily publication that publishes this interest rate index, which the highest average index rate for tax-exempt bonds reported in the previous month was 3.76%. The interest rate of 5.76% contained herein comply with Subsections 372.023(e)(1) and (e)(2) of the PID Act.
- v. If Future Improvement Area #3 Bonds are issued, the City shall bill, collect, and upon receipt, deposit all Improvement Area #3 Assessment Revenue relating to such bonds in the manner set forth in the Indenture(s) authorizing such bonds.

3. Unpaid Balance. The amount of the Reimbursement Amount that has not been paid, plus the interest accrued as described in Section 2(a)(iv) above, are collectively, the “Unpaid Balance.” The Unpaid Balance is secured by and payable solely from the Improvement Area #3 Assessment Revenue received and collected by the City and deposited into the Improvement Area #3 Assessment Fund or from the net proceeds of the Future Improvement Area #3 Bonds. No other City funds, revenue, taxes, or income of any kind shall be used to pay the Unpaid Balance, even if the Unpaid Balance is not paid in full by the Maturity Date. This Reimbursement Agreement shall not, under any circumstances, give rise to or create a charge against the general credit or taxing power of the City or a debt or other obligation of the City payable from any source other than Improvement Area #3 Assessment Revenue received, collected and deposited into the Improvement Area #3 Assessment Fund or from the net proceeds of the Future Improvement Area #3 Bonds. The City covenants that it will comply with the provisions of this Reimbursement Agreement and the PID Act, including provisions relating to the administration of the District and the enforcement and collection of taxes and assessments, and all other covenants provided therein. Notwithstanding its collection efforts, if the City fails to receive all or any part of the Improvement Area #3 Assessment Revenue and, as a result, is unable to make transfers from the Improvement Area #3 Assessment Revenue Fund for payments to the Developer

as required under this Reimbursement Agreement, such failure and inability shall not constitute a Failure or Default by the City under this Reimbursement Agreement.

4. Future Improvement Area #3 Bonds. If Future Improvement Area #3 Bonds are issued, the net proceeds of such Future Improvement Area #3 Bonds shall be used, from time to time, first to pay the Unpaid Balance due to the Developer under this Reimbursement Agreement for the costs of Improvement Area #3 Improvements that have already been paid and then to pay all or any portion of any Improvement Area #3 Improvements Cost. If, after application of the net proceeds of such Future Improvement Area #3 Bonds, any Improvement Area #3 Improvements Cost remains unpaid, then the Developer shall pay or caused to be paid such cost. Once the principal amount of all Future Improvement Area #3 Bonds plus all payments paid to the Developer under this Reimbursement Agreement equal the Reimbursement Amount, this Reimbursement Agreement shall terminate.
5. Assignment. The Developer has the right to convey, transfer, assign, mortgage, pledge, or otherwise encumber, in whole or in part without the consent of (but with written notice to) the City, the Developer's right, title, or interest under this Reimbursement Agreement including, but not limited to, any right, title, or interest of the Developer in and to payment of the Unpaid Balance (any of the foregoing, a "Transfer," and the person or entity to whom the Transfer is made, a "Transferee"). Notwithstanding the foregoing, however, no Transfer shall be effective until five days after notice of the Transfer is received by the City, including for each Transferee the information required by Section 9 below. The City may rely on any notice of a Transfer received from the Developer without obligation to investigate or confirm the validity or occurrence of such Transfer. No conveyance, transfer, assignment, mortgage, pledge or other encumbrance shall be made by the Developer or any successor or assignee of the Developer that results in the City being an "obligated person" within the meaning of Rule 15c2-12 of the United States Securities and Exchange Commission without the express written consent of the City. The Developer waives all rights or claims against the City for any such funds provided to a third party as a result of a Transfer for which the City has received notice.
6. Limited Liability of City. The obligations of the City under this Reimbursement Agreement are non-recourse and payable only from the Improvement Area #3 Assessment Fund or the net proceeds of the Future Improvement Area #3 Bonds and such obligations do not create a debt or other obligation payable from any other City revenues, taxes, income, or property. None of the City or any of its elected or appointed officials or any of its officers or employees shall incur any liability hereunder to the Developer or any other party in their individual capacities by reason of this Reimbursement Agreement or their acts or omissions under this Reimbursement Agreement.
7. Other Agreements. Nothing in this Reimbursement Agreement is intended to constitute a waiver by the City of any remedy the City may otherwise have outside this Reimbursement

8. Applicable Law; Venue. This Reimbursement Agreement is being executed and delivered, and is intended to be performed in the State of Texas. Except to the extent that the laws of the United States may apply to the terms hereof, the substantive laws of the State of Texas shall govern the validity, construction, enforcement, and interpretation of this Reimbursement Agreement. In the event of a dispute involving this Reimbursement Agreement, venue for such dispute shall lie in any court of competent jurisdiction in Ellis County, Texas.
9. Notice. Any notice required or contemplated by this Reimbursement Agreement shall be signed by or on behalf of the Party giving the Notice, and shall be deemed effective as follows: (i) when delivered by a national company such as FedEx or UPS with evidence of delivery signed by any person at the delivery address regardless of whether such person was the named addressee; or (ii) 72 hours after the notice was deposited with the United States Postal Service, Certified Mail, Return Receipt Requested. Any Party may change its address by delivering written notice of such change in accordance with this section. All Notices given pursuant to this Section shall be addressed as follows:

To the City:

Attn: City Manager
City of Waxahachie, Texas
401 S. Rogers
Waxahachie, Texas 75165

With a copy to: Attn: Robert Brown, City Attorney
Brown & Hofmeister, LLP
740 East Campbell Road, Suite 800
Richardson, Texas 75081

To the Developer: GRBK Edgewood, LLC
Attn: Bobby Samuel
2805 Dallas Parkway, Suite 400
Plano, Texas 75093

With a copy to:

Winstead PC
Attn: Ross Martin
2728 N. Harwood St., Ste. 500
Dallas, Texas 75201

10. Notwithstanding anything herein to the contrary, nothing herein shall otherwise authorize or permit the use by the City of the Improvement Area #3 Assessments contrary to the provisions of the PID Act.
11. Remedies:
 - a. If either Party fails to perform an obligation imposed on such Party by this Reimbursement Agreement (a "Failure") and such Failure is not cured after written notice and the expiration of the cure periods provided in this section, then such Failure shall constitute a "Default." Upon the occurrence of a Failure by a non-performing Party, the other Party shall notify the non-performing Party and all Transferees of the non-performing Party in writing specifying in reasonable detail the nature of the Failure. The non-performing Party to whom notice of a Failure is given shall have at least 30 days from receipt of the notice within which to cure the Failure; however, if the Failure cannot reasonably be cured within 30 days and the non-performing Party has diligently pursued a cure within such 30-day period and has provided written notice to the other Party that additional time is needed, then the cure period shall be extended for an additional 30 day period so long as the non-performing Party is diligently pursuing a cure. Any Transferee shall have the same rights as the Developer to enforce the obligations of the City under this Reimbursement Agreement and shall also have the right, but not the obligation, to cure any alleged Failure by the Developer within the same time periods that are provided to the Developer. The election by a Transferee to cure a Failure by the Developer shall constitute a cure by the Developer but shall not obligate the Transferee to be bound by this Reimbursement Agreement with respect to Developer obligations under this Reimbursement Agreement unless the Transferee agrees to be bound.
 - b. If the Developer is in Default, the City shall have available all remedies at law or in equity, provided that no Default by the Developer shall: (1) affect the obligations of the City to use the amounts transferred to the Improvement Area #3 Assessment Fund as provided in Sections 2 and 3 of this Reimbursement Agreement; or (2) entitle the City to terminate this Reimbursement Agreement.
 - c. If the City is in Default, the Developer's sole and exclusive remedies shall be to: (1) seek a writ of mandamus to compel performance by the City; or (2) seek specific enforcement of this Reimbursement Agreement.
12. Conflicts. To the extent there is a conflict between this Reimbursement Agreement and an Indenture securing the Future Improvement Area #3 Bonds, the Indenture securing the

Future Improvement Area #3 Bonds shall control as the provisions relate to the Improvement Area #3 Assessments.

13. Non-Waiver. The failure by a Party to insist upon the strict performance of any provision of this Reimbursement Agreement by the other Party, or the failure by a Party to exercise its rights upon a Default by the other Party shall not constitute a waiver of such Party's right to insist and demand strict compliance by such other Party with the provisions of this Reimbursement Agreement.
14. No Waiver of Powers or Immunity. The City does not waive or surrender any of its governmental powers, immunities, or rights except to the extent permitted by law and necessary to allow the Developer to enforce its remedies under this Reimbursement Agreement.
15. Parties in Interest. Nothing in this Reimbursement Agreement, express or implied, is intended to or shall be construed to confer upon or to give to any person or entity other than the City and the Developer and its assigns any rights, remedies, or claims under or by reason of this Reimbursement Agreement, and all covenants, conditions, promises, and agreements in this Reimbursement Agreement shall be for the sole and exclusive benefit of the City and the Developer.
16. Interpretation. The Parties acknowledge that each has been actively involved in negotiating this Reimbursement Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not apply to interpreting this Reimbursement Agreement. In the event of any dispute over the meaning or application of any provision of this Reimbursement Agreement, the provision will be interpreted fairly and reasonably and neither more strongly for nor against any Party, regardless of which Party originally drafted the provision.
17. Time. In this Reimbursement Agreement, time is of the essence and compliance with the times for performance herein is required.
18. Authority and Enforceability. The City represents and warrants that this Reimbursement Agreement has been approved by official action by the City Council of the City in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Reimbursement Agreement on behalf of the City has been duly authorized to do so. The Developer represents and warrants that this Reimbursement Agreement has been approved by appropriate action of the Developer, and that the individual executing this Reimbursement Agreement on behalf of the Developer has been duly authorized to do so. Each Party respectively acknowledges and agrees that this Reimbursement Agreement is binding upon such Party and is enforceable against such Party, in accordance with its terms and conditions and to the extent provided by law.

19. Entire Agreement. This Reimbursement Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the subject matter of this Reimbursement Agreement. This Reimbursement Agreement shall not be modified or amended except in writing signed by the Parties. If any provision of this Reimbursement Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then: (a) such unenforceable provision shall be deleted from this Reimbursement Agreement; (b) the unenforceable provision shall, to the extent possible and upon mutual agreement of the Parties, be rewritten to be enforceable and to give effect to the intent of the Parties; and (c) the remainder of this Reimbursement Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.
20. Counterparts. This Reimbursement Agreement may be executed in any number of counterparts, each of which shall be deemed an original.
21. Further Documents. The Parties agree that at any time after execution of this Reimbursement Agreement, they will, upon request of another Party, execute and deliver such further documents and do such further acts and things as the other Party may reasonably request in order to effectuate the terms of this Reimbursement Agreement. This provision shall not be construed as limiting or otherwise hindering the legislative discretion of the City Council seated at the time that this Reimbursement Agreement is executed or any future City Council.
22. Term. The term of this Reimbursement Agreement is thirty (30) years from the date of the Assessment Ordinance, or until the Unpaid Balance is paid in full, whichever occurs first. If the Developer defaults under this Reimbursement Agreement, this Reimbursement Agreement shall not terminate with respect to the costs of the Improvement Area #3 Improvements that have been approved by the City pursuant to an approved Certification for Payment (as hereinafter defined) prior to the date of default.
23. Force Majeure. Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Reimbursement Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to force majeure, to perform its obligations under this Reimbursement Agreement, then the obligations affected by the force majeure shall be temporarily suspended. Within ten (10) business days after the occurrence of a force majeure, the Party claiming the right to temporarily suspend its performance, shall give Notice to all the Parties, including a detailed explanation of the force majeure and a description of the action that will be taken to remedy the force majeure and resume full performance at the earliest possible time. The term "force majeure" shall include events or circumstances that are not within the reasonable control of Party whose performance is suspended and that could not have been

avoided by such Party with the good faith exercise of good faith, due diligence and reasonable care.

24. Certification for Payment.

- a. The City and the Developer agree that the Developer shall submit one or more Certifications for Payment in substantially the form of **Exhibit A** attached hereto (each a "Certification for Payment") for cost(s) of Improvement Area #3 Improvements in an aggregate amount up to the maximum Unpaid Balance set forth in Section 3 hereof. The amount of each Certification for Payment approved by the City shall be credited towards the Unpaid Balance.
- b. Upon receipt of a Certification for Payment, substantially in the form of **Exhibit A** hereto (along with all accompanying documentation required by the City) from the Developer, the City engineer or other individual employed by the City to inspect infrastructure to be owned by the City for compliance with all rules and regulations applicable to the development and the infrastructure inspected (the "City Inspector") shall conduct a review in order to confirm that such request is complete, to confirm that the work with respect to such Improvement Area #3 Improvement identified therein for which payment is requested was performed in accordance with all applicable governmental laws, rules and regulations and applicable plans therefor and with the terms of this Reimbursement Agreement and the "Development Agreement For Dove Hollow" between the City and the Developer effective August 25, 2020 (the "Development Agreement"), and to verify and approve the actual cost of such work specified in such Certification for Payment (collectively, the "Developer Compliance Requirements"), and shall, upon the conclusion of the review, forward the request to the City Administrator of the City, or any other official or agent of the City later authorized by the City Council to undertake the action referenced herein (the "City Representative"). The City Inspector and/or City Representative shall also conduct such review as is required in his discretion to confirm the matters certified in the Certification for Payment. The Developer agrees to cooperate with the City Inspector and/or City Representative in conducting each such review and to provide the City Inspector and/or City Representative with such additional information and documentation as is reasonably necessary for the City Inspector and/or City Representative to conclude each such review. Within fifteen (15) business days of receipt of any Certification for Payment, the City Inspector shall either (i) approve and execute the Certification for Payment and forward the same to City Representative for approval (A) for payment from those funds available in the Improvement Area #3 Assessment Fund in accordance with this Reimbursement Agreement, or, (B) if Future Improvement Area #3 Bonds have been issued by the City, the City Representative shall forward the Certification for Payment to the Trustee for

payment pursuant to the related Indenture, or (ii) in the event the City Inspector disapproves the Certification for Payment, give written notification to the Developer of the City Inspector's disapproval, in whole or in part, of such Certification for Payment, specifying the reasons for such disapproval and the additional requirements to be satisfied for approval of such Certification for Payment. If a Certification for Payment seeking reimbursement is approved only in part, the City Inspector shall specify the extent to which the Certification for Payment is approved and shall deliver such partially approved Certification for Payment to the City Representative for approval in accordance with this Section 24, and any such partial work shall be processed for payment under this Section 24, notwithstanding such partial denial. If the City Inspector fails to act with respect to a Certification for Payment within the time period herein provided, the Developer shall submit the Certification for Payment directly to the City Representative for approval. Within five (5) business days of receipt of any Certification for Payment from the City Inspector, the City Representative shall approve or deny the Certification for Payment, and provide notice to the Administrator and Developer. The approval of the Certification for Payment by the City Representative shall constitute a representation by the City Representative of the Developer's compliance therein. If the City Representative denies the Certification for Payment, the denial must be in writing, stating the reason(s) for denial. The denial may be appealed to the City Council by the Developer in writing within thirty (30) days of being denied by the City Representative. Denial of the Certification for Payment by the City Council shall be attempted to be resolved by half-day mediation between the parties in the event an agreement is not otherwise reached by the parties, with the mediator's fee being paid by Developer. The Certification for Payment shall not be forwarded to the City Representative or the Trustee, if applicable, for payment until the dispute is resolved by the City and the Developer. The Developer shall deliver the approved or partially approved Certification for Payment by the City Representative as provided herein, or approved by the City Council, to the City Representative for payment from the Improvement Area #3 Assessment Fund in accordance with this Reimbursement Agreement; provided, however, if Future Improvement Area #3 Bonds have been issued, the City Representative shall provide the Certification for Payment to the Trustee for payment in accordance with the related Indenture.

- c. Upon the final completion of an Improvement Area #3 Improvement (or its completed segment or phase thereof) and payment of all outstanding invoices for such Improvement Area #3 Improvement, if the actual cost(s) of such Improvement Area #3 Improvement (or its completed segment or phase thereof) is less than the budgeted cost(s) (a "Cost Underrun"), any remaining budgeted cost(s) will be available to pay cost overruns ("Cost Overruns") on any other Improvement Area

#3 Improvement (or its completed segment or phase thereof). The City shall promptly confirm to the Administrator that such remaining amounts are available to pay such Cost Overruns, and the Developer, the Administrator and the City Representative will agree how to use such moneys to secure the payment and performance of the work for other Improvement Area #3 Improvements. Any Cost Underrun for any Improvement Area #3 Improvement (or its completed segment or phase thereof) is available to pay Cost Overruns on any other Improvement Area #3 Improvement (or its completed segment or phase thereof), and may be added to the amount approved for payment in any Certification for Payment, as agreed to by the Developer, the Administrator, and the City Representative.

25. Anti-Boycott Verification. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Reimbursement Agreement is a contract for goods or services, will not boycott Israel during the term of this Reimbursement Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, 'boycott Israel' means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Developer understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit.
26. Iran, Sudan, and Foreign Terrorist Organizations. The Developer hereby represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website: <https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>, <https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or <https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>. The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Developer and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Developer understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit.

27. To the extent this Agreement constitutes a contract for goods or services for which a written verification statement is required under Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislative Session), Texas Government Code, as amended, the Developer hereby verifies that it and its parent companies, wholly- or majority- owned subsidiaries, and other affiliates, if any, do not boycott energy companies and, will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "boycott energy companies" shall have the meaning assigned to the term "boycott energy company" in Section 809.001, Texas Government Code. The Developer understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit.
28. To the extent this Agreement constitutes a contract for goods or services for which a written verification statement is required under Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislative Session, "SB 19"), Texas Government Code, as amended, the Developer hereby verifies that it and its parent companies, wholly- or majority- owned subsidiaries, and other affiliates, if any,
- (1) do not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and
 - (2) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" shall have the meaning assigned to such term in Section 2274.001(3) (as added by SB 19), Texas Government Code. The Developer understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit.

[SIGNATURE PAGES TO FOLLOW]

Executed by Developer and City to be effective on the Effective Date.

ATTEST:

CITY OF WAXAHACHIE

_____, City Secretary

_____, Mayor

APPROVED AS TO FORM

_____, Attorney for the City

[Signature Page for North Grove PID IA #3 Reimbursement Agreement]

DEVELOPER:

GRBK EDGEWOOD LLC,
a Texas limited liability company

By: _____
Name: Bobby Samuel
Its: Vice President

[Signature Page for North Grove PID IA #3 Reimbursement Agreement]

Exhibit A**SUBSTANTIAL FORM OF CERTIFICATION FOR PAYMENT**

The undersigned is an agent for GRBK Edgewood LLC, a Texas limited liability (the “Developer”) and requests payment from the Improvement Area #3 Assessment Fund (as defined in the North Grove Public Improvement District Improvement Area #3 Reimbursement Agreement) from the City of Waxahachie, Texas (the “City”) in the amount of \$_____ for labor, materials, fees, and/or other general costs related to the construction of certain Improvement Area #3 Improvements related to the North Grove Public Improvement District (the “Improvement Area #3 Improvements”). Unless otherwise defined, any capitalized terms used herein shall have the meanings ascribed to them in the North Grove Public Improvement District Improvement Area #3 Reimbursement Agreement (the “IA #3 Reimbursement Agreement”) dated _____, 2022.

In connection to the above referenced payment, the Developer represents and warrants to the City as follows:

1. The undersigned is a duly authorized officer of the Developer, is qualified to execute this Certification for Payment on behalf of the Developer, and is knowledgeable as to the matters set forth herein.
2. The payment requested for the below referenced Improvement Area #3 Improvements have not been the subject of any prior payment request submitted to the City or, if previously requested, no disbursement was made with respect thereto.
3. The itemized amounts listed for the Improvement Area #3 Improvements below is a true and accurate representation of the costs associated with the creation, acquisition, or construction of said Improvement Area #3 Improvement, and such costs are in compliance with the IA #3 Reimbursement Agreement and the Service and Assessment Plan.
4. The Developer is in compliance with the terms and provisions of the IA #3 Reimbursement Agreement, the Development Agreement and the Service and Assessment Plan.
5. All conditions set forth in the IA #3 Reimbursement Agreement, and the Development Agreement for the payment hereby requested have been satisfied.
6. The work with respect to the Improvement Area #3 Improvement referenced below (or its completed segment) has been completed and the City may begin inspection of the Improvement Area #3 Improvement.
7. The Developer agrees to cooperate with the City in conducting its review of the requested payment, and agrees to provide additional information and documentation as is reasonably

necessary for the City to complete said review.

Payments requested should include the following:

Payee / Description of Improvement Area #3 Improvement	Total Cost of Improvement Area #3 Improvement	Budgeted Cost of Improvement Area #3 Improvement	Amount to be paid from the Improvement Area #3 Assessment Fund

Attached hereto are receipts, purchase orders, change orders, and similar instruments which support and validate the above requested payments. Also attached hereto are **“bills paid” affidavits and supporting documentation** in the standard form for City construction projects evidencing that any contractor or subcontractor having performed work on an Improvement Area #3 Improvement described above has been paid in full for all work completed through the previous Certification for Payment.

Pursuant to the IA #3 Reimbursement Agreement, after receiving this payment request, the City Inspector has inspected the Improvement Area #3 Improvements (or completed segment) and confirmed that said work has been completed in accordance with approved plans and all applicable governmental laws, rules, and regulations.

Payments requested hereunder shall be made as directed below:

- a. X amount to Person or Account Y for Z goods or services.
- b. Payment instructions

I hereby declare that the above representations and warranties are true and correct.

Dated: _____.

DEVELOPER:

GRBK EDGEWOOD LLC,
a Texas limited liability company

By: _____
Name: Bobby Samuel
Its: Vice President

APPROVAL OF REQUEST BY CITY

The City is in receipt of the attached Certification for Payment, acknowledges the Certification for Payment, and finds the Certification for Payment to be in order. After reviewing the Certification for Payment, the City approves the Certification for Payment. The City [authorizes the amount of this Certification for Payment to be paid from the Improvement Area #3 Assessment Fund pursuant to the IA #3 Reimbursement Agreement][authorizes and directs the amount of this Certification for Payment to be paid by Trustee from the Project Fund to the Developer or other person designated by the Developer as listed and directed on such Certificate for Payment]. The City's approval of the Certificate for Payment shall not have the effect of estopping or preventing the City from asserting claims under the Reimbursement Agreement, the Development Agreement, the Indenture, the Service and Assessment Plan, or any other agreement between the parties or that there is a defect in the Improvement Area #3 Improvements.

CITY OF WAXAHACHIE, TEXAS

By: _____

Name: _____

Title: _____

Date: _____

CITY OF WAXAHACHIE, TEXAS**RESOLUTION NO. _____**

A RESOLUTION OF THE CITY OF WAXAHACHIE, TEXAS DETERMINING THE COSTS OF IMPROVEMENT AREA #3 IMPROVEMENTS TO BE FINANCED BY THE NORTH GROVE PUBLIC IMPROVEMENT DISTRICT; APPROVING AN UPDATED PRELIMINARY SERVICE PLAN AND ASSESSMENT PLAN, INCLUDING PROPOSED IMPROVEMENT AREA #3 ASSESSMENT ROLL; CALLING AND NOTICING A PUBLIC HEARING FOR MAY 16, 2022 TO CONSIDER AN ORDINANCE LEVYING ASSESSMENTS ON PROPERTY LOCATED WITHIN THE NORTH GROVE PUBLIC IMPROVEMENT DISTRICT; DIRECTING THE FILING OF THE PROPOSED IMPROVEMENT AREA #3 ASSESSMENT ROLL WITH THE CITY SECRETARY TO MAKE AVAILABLE FOR PUBLIC INSPECTION; DIRECTING CITY STAFF TO PUBLISH AND MAIL NOTICE OF SAID PUBLIC HEARING; AND RESOLVING OTHER MATTERS INCIDENT AND RELATED THERETO.

RECITALS

WHEREAS, the Public Improvement District Assessment Act, Texas Local Government Code, Chapter 372, as amended (the “Act”) authorizes the governing body (the “City Council”) of the City of Waxahachie, Texas (the “City”), to create a public improvement district within the City; and

WHEREAS, on September 15, 2014, the City Council approved Resolution No. 1189 (the “Authorization Resolution”), authorizing, establishing and creating the North Grove Public Improvement District (the “District”); and

WHEREAS, the City authorized the creation of the District and the issuance of bonds to finance certain public improvements authorized by the Act for the benefit of the property within the District (the “Authorized Improvements”); and

WHEREAS, on February 26, 2015, the City Council adopted Ordinance No. 2782, which approved the District Service and Assessment Plan dated February 25, 2015 (the “Original SAP”); and

WHEREAS, on April 19, 2021, the City Council adopted Ordinance No. 3266, which approved updates to the Original SAP dated April 19, 2021, including the levy of assessments on Improvement Area #2 (as updated to date, the "SAP"); and

WHEREAS, the property within the District is being developed in phases, the third phase of which includes approximately 213.083 acres ("Improvement Area #3"); and

WHEREAS, the City desires to amend the SAP to reflect the Improvement Area #3 Improvements (as defined in the Preliminary Amended SAP referenced below), the construction of and development of Improvement Area #3 of the District, and the issuance of the City of Waxahachie, Texas Special Assessment Revenue Bonds, Series 2022 (North Grove Public Improvement District Improvement Areas #2-3 Project) (the "Improvement Areas #2-3 Bonds") to finance or refinance a portion of the costs of the Improvement Area #3 Improvements and the Improvement Area #2 Improvements (as defined in the Preliminary Amended SAP); and

WHEREAS, the total costs of the Improvement Area #3 Improvements is approximately \$4,838,735, as referenced in Table VII-C of the Preliminary Amended SAP, a portion such costs and the portion of the costs of issuance of the Improvement Area #2-3 Bonds allocable to Improvement Area #3, totaling approximately \$3,955,000, is anticipated to be reimbursed to the developer or paid from special assessments to be levied in Improvement Area #3; and

WHEREAS, the City Council and the City staff have been presented a "North Grove Public Improvement District Preliminary Service and Assessment Plan" dated February 25, 2015, as updated for Improvement Area #2 on April 19, 2021 and for Improvement Areas #2-3 Bonds (the "Preliminary Amended SAP"), including the proposed assessment roll attached thereto as Appendix F-3 (the "Proposed Improvement Area #3 Assessment Roll"), a copy of the Preliminary Amended SAP is attached hereto as **Exhibit A** and is incorporated herein for all purposes; and

WHEREAS, the Preliminary Amended SAP sets forth the estimated total costs of the Improvement Area #3 Improvements to be financed by the District for the third phase of development and the costs of issuance of the Improvement Areas #2-3 Bonds and the Proposed Improvement Area #3 Assessment Roll states the assessments proposed to be levied against each

parcel of land in Improvement Area #3 of the District as determined by the method of assessment chosen by the City; and

WHEREAS, the Act requires that the Proposed Improvement Area #3 Assessment Roll be filed with the City Secretary of the City (the "City Secretary") and be subject to public inspection; and

WHEREAS, the Act requires that a public hearing (the "Assessment Hearing") be called to consider the levy of assessments within Improvement Area #3 of the District, including final versions of the Preliminary Amended SAP and Proposed Improvement Area #3 Assessment Roll and requires the City Council to hear and pass on any objections to the Preliminary Amended SAP and the proposed special assessments to be levied in Improvement Area #3 at, or on the adjournment of, the Assessment Hearing; and

WHEREAS, the Act requires that notice of the Assessment Hearing be mailed to property owners liable for assessment and published in a newspaper of general circulation in the City before the tenth (10th) day before the date of the Assessment Hearing.

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

SECTION 1. THAT the recitals set forth above in this Resolution are true and correct and are hereby adopted as findings of the City Council and are incorporated into the body of this Resolution as if fully set forth herein.

SECTION 2. THAT the City Council does hereby accept the Preliminary Amended SAP for the District, including the Proposed Improvement Area #3 Assessment Roll. All capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Preliminary Amended SAP.

SECTION 3. THAT the City Council hereby determines that the total costs of the Improvement Area #3 Improvements to be financed by the District are as set forth in Table VII-C of the Preliminary Amended SAP, which costs include the payment of expenses incurred in the administration of the District or related to the issuance of the Improvement Areas #2-3 Bonds.

SECTION 4. THAT the City Council's final determination and approval of the costs of the Improvement Area #3 Improvements shall be subject to and contingent upon City Council approval of a final version of the Preliminary Amended SAP which will include final Improvement Area #3 Assessment Roll, after the properly noticed and held Assessment Hearing.

SECTION 5. THAT the Proposed Improvement Area #3 Assessment Roll states the assessment proposed to be levied against each parcel of land in Improvement Area #3 of the District as determined by the method of assessment chosen by the City in the Authorization Resolution and as more fully described in the Preliminary Amended SAP.

SECTION 6. THAT the City Council hereby authorizes and directs the filing of the Proposed Improvement Area #3 Assessment Roll with the City Secretary and the same shall be available for public inspection.

SECTION 7. THAT the City Council hereby authorizes, and calls, a meeting and a public hearing (the Assessment Hearing as defined above) to be held on *May 16, 2022 at 7:00 p.m. at Waxahachie City Council Chambers, 401 S. Rogers St., Waxahachie, Texas 75165*, at which the City Council shall, among other actions, hear and pass on any objections to the proposed assessments; and, upon the adjournment of the Assessment Hearing, the City Council will consider an ordinance levying the assessments as special assessments on Improvement Area #3 within the District (which ordinance shall specify the method of payment of the assessments).

SECTION 8. THAT the City Council hereby authorizes and directs the City Secretary to publish notice of the Assessment Hearing to be held on *May 16, 2022*, in substantially the form attached hereto as **Exhibit B** and incorporated herein for all purposes, in a newspaper of general circulation in the City, on or before May 5, 2022 as required by Section 372.016(b) of the Act.

SECTION 9. THAT when the Proposed Improvement Area #3 Assessment Roll is filed with the City Secretary, the City Council hereby authorizes and directs the City Secretary to mail to owners of property liable for assessment notice of the Assessment Hearing to be held on *May 16, 2022*, in substantially the form attached hereto as **Exhibit B** and incorporated herein for all purposes, on or before May 5, 2022 as required by Section 372.016(c) of the Act.

SECTION 10. THAT City staff is authorized and directed to take such other actions as are required (including, but not limited to, notice of the public hearing as required by the Texas Open Meetings Act) to place the public hearing on the agenda for the *May 16, 2022* meeting of the City Council.

SECTION 11. THAT this Resolution shall become effective from and after its date of passage in accordance with law.

PASSED AND APPROVED on this the 18th day of April, 2022.

ATTEST:

Doug Barnes, Mayor

Amber Villarreal, City Secretary

EXHIBIT A

AMENDED PRELIMINARY SERVICE AND ASSESSMENT PLAN

EXHIBIT B
CITY OF WAXAHACHIE, TEXAS
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT a public hearing will be conducted by the City Council of Waxahachie, Texas on *May 16, 2022 at 7:00 p.m. at Waxahachie City Council Chambers, 401 S. Rogers St., Waxahachie, Texas 75165*. The public hearing will be held to consider proposed assessments to be levied against the assessable property within Improvement Area #3 of the North Grove Public Improvement District (the "District") pursuant to the provisions of Chapter 372 of the Texas Local Government Code, as amended (the "Act").

The general nature of the proposed public improvements (collectively, the "Authorized Improvements") are: (i) street and roadway improvements, including related sidewalks, drainage, utility relocation, signalization, landscaping, lighting, signage, off-street parking and right-of-way; (ii) sidewalks and landscaping, including entry monuments and features, fountains, lighting and signage; (iii) acquisition, construction, and improvement of water, wastewater and drainage improvements and facilities; (iv) projects similar to those listed in subsections (i) - (iii) above authorized by the Act, including similar off-site projects that provide a benefit to the property within the District; (v) payment of costs associated with operating and maintaining the public improvements listed in subparagraphs (i) - (iv) above; and (vi) payment of costs associated with developing and financing the public improvements listed in subparagraphs (i) - (iv) above, and costs of establishing, administering and operating the District. These Authorized Improvements shall promote the interests of the City and confer a special benefit upon the property within the District.

The total costs of the Authorized Improvements that benefits property within Improvement Area #3 of the District is approximately \$\$4,838,735.

The boundaries of the District include approximately 768 acres of land generally located north of Brown Street, east of N. Highway 77, west of FM 813, south of Grove Creek Road, and located within the City. The boundaries of Improvement Area #3 of the District include approximately 213.083 acres of land within the District, as more particularly described by a metes and bounds description is available at Waxahachie City Hall and available for public inspection.

All written or oral objections on the proposed assessment within the District will be considered at the public hearing.

A copy of the Improvement Area #3 Assessment Roll relating to the Improvement Area #3 Improvements, which Improvement Area #3 Assessment Roll includes the assessments to be levied against each parcel within Improvement Area #3 of the District for the Improvement

Area #3 Improvements, is available for public inspection at the office of the City Secretary, 401 S. Rogers St., Waxahachie, Texas 75165.