

# **A G E N D A**

A regular meeting of the Mayor and City Council of the City of Waxahachie to be held at the Waxahachie Civic Center, 2000 Civic Center Lane, Meeting Rooms A and B, Waxahachie, Texas, on ***Monday, March 4, 2024 at 7:00 p.m.***

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

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

5. ***Consent Agenda***

All matters listed under Item 5, Consent Agenda, are considered to be routine by the City Council and will be enacted by one motion. There will not be separate discussion of these items. Approval of the Consent Agenda authorizes the Mayor/City Manager to execute all matters necessary to implement each item. Any item may be removed from the Consent Agenda for separate discussion and consideration by any member of the City Council.

- a. Minutes of the City Council meeting of February 19, 2024
  - b. Event application for the Grand Mega Meet to be held March 15, 2024 at the Waxahachie Civic Center
  - c. Event application for Big Top Shopping Festival to be held April 20-21, 2024 in Downtown Waxahachie
  - d. Resolution for Funding Year Two Application for Victims of Crime Act (V.O.C.A.) Grant Awarded to provide for a Mental Health Program for First Responders and their families
6. ***Introduce*** Honorary Councilmember
  7. ***Recognize*** Anthony Warren, Senior Director Building and Community Services, for completing the International Code Council Master Code Professional Certification Program

8. ***Present*** a request by Douglas Cooper, MMA Inc., for a Plat of Ridge Crossing Phase II, being 68.823 acres, located approximately 1,900 feet West of 528 Ovilla Road, situated in the William C. Tunnell Survey, Abstract 1080, an addition to the City of Waxahachie (Property ID: 191627) – Owner: JDS Ovilla Road LLC (SUB-20-2024)
9. ***Consider*** approval of SUB-20-2024
10. ***Public Hearing*** on a request by Stephen Mott, WISD, for a Specific Use Permit (SUP) for an Electronic Message Sign use within a General Retail (GR) zoning district located at 2999 W US Highway 287 Business, (Property ID: 180484) – Owner: Waxahachie ISD (ZDC-11-2024)
11. ***Consider*** proposed Ordinance approving ZDC-11-2024
12. ***Public Hearing*** on a request by Stephen Mott, WISD, for a Specific Use Permit (SUP) for an Electronic Message Sign use within a Planned Development (PD) zoning district located at 250 Saratoga Drive, (Property ID: 189842) – Owner: Waxahachie ISD (ZDC-12-2024)
13. ***Consider*** proposed Ordinance approving ZDC-12-2024
14. ***Conduct*** a Public Hearing, and consider approval of a Resolution authorizing the creation of a public improvement district to be known as the Haven Ranch Public Improvement District, ordering public improvements to be made for the benefit of such district, and approving a reimbursement agreement with the developer
15. ***Consider*** proposed mural installations for 401 S. Elm Street and 109 N. Rogers
16. Comments by Mayor, City Council, City Attorney and City Manager
17. Adjourn

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

A regular meeting of the Mayor and City Council of the City of Waxahachie was held at the Waxahachie Civic Center, 2000 Civic Center Lane, Meeting Rooms A and B, Waxahachie, Texas, on Monday, February 19, 2024 at 7:00 p.m.

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

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

**1. Call to Order**

Mayor David Hill called the meeting to order.

**2. Invocation**

**3. Pledge of Allegiance and Texas Pledge of Allegiance**

Josh Morgan, Lead Pastor at Connect4Life Church, gave the invocation. Mayor Hill 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 February 5, 2024
- b. Event application for WDMA Downtown Shopping Strolls to be held March 30, 2024, April 13, 2024, May 11, 2024, June 29, 2024, October 19, 2024, and December 14, 2024
- c. Event application for Sleep in Heavenly Peace - Build a Bed Project to be held April 27, 2024 at Getzendaner Park
- d. Event application for Rainbow Room Fun Run to be held April 27, 2024 at Railyard Park
- e. Event application for Cinco De Mayo to be held May 4, 2024 in Downtown Waxahachie
- f. Event application for Elevate Program Graduation Ceremony to be held May 16, 2024 at Railyard Park
- g. Event application for Gingerbread Trail Antiques & Boutiques Market to be held June 1, 2024 in Downtown Waxahachie
- h. Event application for Corpus Christi Procession to be held June 2, 2024 located near St. Joseph Catholic Church

(5a)

- i. Event application for C10s in the Park to be held on September 21, 2024 at Getzendaner Park
- j. Event application for C10s in the Park Party on the Square to be held on September 21, 2024 in Downtown Waxahachie
- k. Proposed Ordinance approving a request by Amy Rader, Macdonald Family Irrevocable Trust, for a Petition for ETJ Release for approximately 75.262 acres, located at 2832 FM 66 (Property ID 188581, 277631, 277638) – Owner: Macdonald Family Irrevocable Trust (ETJ-PTN-1-2024)
- l. Proposed Ordinance approving a request by Amy Rader, Zoe, LLC, for a Petition for ETJ Release for approximately 5.414 acres, located at 2926 and 2930 FM 66 (Property ID 296607 and 296608) – Owner: Zoe, LLC (ETJ-PTN-2-2024)
- m. Proposed Ordinance approving a request by Amy Rader for a Petition for ETJ Release for approximately 5.989 acres, located at 2974 FM 66 (Property ID 296603) – Owner: Amy & Josh Rader (ETJ-PTN-3-2024)
- n. Proposed Ordinance approving a request by Lupe Rivera, Del Z Enterprise, for a Petition for ETJ Release for approximately 42.621 acres, located at 1010 Technology Way (Property ID 182097) – Owner: Del Z Enterprise (ETJ-PTN-7-2024)
- o. Proposed Ordinance approving a request by Naddy Guermi, Ecosium, LLC, for a Petition for ETJ Release for approximately 10.018 acres, located directly east of 201 Cimarron Meadows Drive (Property ID 295055) – Owner: Ecosium, LLC (ETJ-PTN-8-2024)
- p. Proposed Ordinance approving a request by Brad Owens, Angus Road Partners, LLC, for a Petition for ETJ Release for approximately 20.172 acres, located directly west of 658 Angus Road (Property ID 303077) – Owner: Angus Road Partners, LLC (ETJ-PTN-10-2024)
- q. Proposed Ordinance approving a request by Hunter Glass, for a Petition for ETJ Release for approximately 83.567 acres, located adjacent to 3896 E. FM 875 (Property ID 296637 and 296638) – Owner: Vernon Jack Developments, LLC (ETJ-PTN-13-2024)
- r. Proposed Ordinance approving a request by Amy Rader, Series Zoe 9, for a Petition for ETJ Release for approximately 5.493 acres, located directly north of 2974 and 2926 FM 66 (Property ID 296604 and 296606) – Owner: Series Zoe 9 (ETJ-PTN-14-2024)
- s. Receive draft Fiscal Year 2024 1<sup>st</sup> Quarter Financial Report
- t. Supplemental appropriation for the FY 24 Wastewater Fund Operations and Maintenance Budget

**ORDINANCE NO. 3449**

**AN ORDINANCE AUTHORIZING THE RELEASE FROM THE CITY OF WAXAHACHIE'S EXTRATERRITORIAL JURISDICTION OF A 75.262 ACRE TRACT OF LAND, LOCATED AT 2832 FM 66, KNOWN AS PROPERTY ID 188581, 277631, AND 277638, AND ORDERING THE CHANGING OF THE CITY OF WAXAHACHIE'S**

(ha)

**EXTRATERRITORIAL JURISDICTION BOUNDARY MAP IN ACCORDANCE WITH SAID CHANGE.**

**ORDINANCE NO. 3450**

**AN ORDINANCE AUTHORIZING THE RELEASE FROM THE CITY OF WAXAHACHIE'S EXTRATERRITORIAL JURISDICTION OF A 5.414 ACRE TRACT OF LAND, LOCATED AT 2926 FM 66 AND 2930 FM 66, KNOWN AS PROPERTY ID 296607 AND 296608, AND ORDERING THE CHANGING OF THE CITY OF WAXAHACHIE'S EXTRATERRITORIAL JURISDICTION BOUNDARY MAP IN ACCORDANCE WITH SAID CHANGE.**

**ORDINANCE NO. 3451**

**AN ORDINANCE AUTHORIZING THE RELEASE FROM THE CITY OF WAXAHACHIE'S EXTRATERRITORIAL JURISDICTION OF A 5.989 ACRE TRACT OF LAND, LOCATED AT 2974 FM 66, KNOWN AS PROPERTY ID 296603, AND ORDERING THE CHANGING OF THE CITY OF WAXAHACHIE'S EXTRATERRITORIAL JURISDICTION BOUNDARY MAP IN ACCORDANCE WITH SAID CHANGE.**

**ORDINANCE NO. 3452**

**AN ORDINANCE AUTHORIZING THE RELEASE FROM THE CITY OF WAXAHACHIE'S EXTRATERRITORIAL JURISDICTION OF A 42.621 ACRE TRACT OF LAND, LOCATED AT 1010 TECHNOLOGY WAY, KNOWN AS PROPERTY ID 182097, AND ORDERING THE CHANGING OF THE CITY OF WAXAHACHIE'S EXTRATERRITORIAL JURISDICTION BOUNDARY MAP IN ACCORDANCE WITH SAID CHANGE.**

**ORDINANCE NO. 3453**

**AN ORDINANCE AUTHORIZING THE RELEASE FROM THE CITY OF WAXAHACHIE'S EXTRATERRITORIAL JURISDICTION OF A 10.018 ACRE TRACT OF LAND, LOCATED DIRECTLY EAST OF 201 CIMARRON MEADOWS DRIVE, KNOWN AS PROPERTY ID 295055, AND ORDERING THE CHANGING OF THE CITY OF WAXAHACHIE'S EXTRATERRITORIAL JURISDICTION BOUNDARY MAP IN ACCORDANCE WITH SAID CHANGE.**

**ORDINANCE NO. 3454**

**AN ORDINANCE AUTHORIZING THE RELEASE FROM THE CITY OF WAXAHACHIE'S EXTRATERRITORIAL JURISDICTION OF A 20.172 ACRE TRACT OF LAND, LOCATED DIRECTLY WEST OF 658 ANGUS ROAD, KNOWN AS PROPERTY ID 303077, AND ORDERING THE CHANGING OF THE CITY OF**

(5a)

**WAXAHACHIE'S EXTRATERRITORIAL JURISDICTION BOUNDARY MAP IN ACCORDANCE WITH SAID CHANGE.**

**ORDINANCE NO. 3455**

**AN ORDINANCE AUTHORIZING THE RELEASE FROM THE CITY OF WAXAHACHIE'S EXTRATERRITORIAL JURISDICTION OF A 83.567 ACRE TRACT OF LAND, LOCATED ADJACENT TO 3896 E. FM 875, KNOWN AS PROPERTY ID 296637 AND 296638, AND ORDERING THE CHANGING OF THE CITY OF WAXAHACHIE'S EXTRATERRITORIAL JURISDICTION BOUNDARY MAP IN ACCORDANCE WITH SAID CHANGE.**

**ORDINANCE NO. 3456**

**AN ORDINANCE AUTHORIZING THE RELEASE FROM THE CITY OF WAXAHACHIE'S EXTRATERRITORIAL JURISDICTION OF A 5.493 ACRE TRACT OF LAND, LOCATED DIRECTLY NORTH OF 2974 FM 66, KNOWN AS PROPERTY ID 296604 AND 296606, AND ORDERING THE CHANGING OF THE CITY OF WAXAHACHIE'S EXTRATERRITORIAL JURISDICTION BOUNDARY MAP IN ACCORDANCE WITH SAID CHANGE.**

**Action:**

*Billie Wallace moved to approve all items on the Consent Agenda as presented and authorize the City Manager and/or Mayor to execute all associated documents as necessary. Motion was seconded by Patrick Souter and carried unanimously (5-0).*

**6. Introduce Honorary Councilmember**

Mayor Pro Tem Chris Wright introduced Ken Roberts as the Honorary Council Member for February and presented him with a Certificate of Appreciation. Mr. Roberts is a lifelong resident of Waxahachie and began his radio career at KBEC in October 1980 during his senior year at Waxahachie High School (WHS). Since then, he has been an air personality, sports play by play announcer, music director, program director, operations manager, vice president, and currently serves as general manager. Ken covered the Waxahachie City Council for KBEC radio from 1985-2005.

Mr. Roberts was named Outstanding Citizen of the Year in Waxahachie in 2013, served on the board of directors for the Texas Association of Broadcasters 2015-2018. He was inducted into the WHS Athletic Hall of Fame in 2016, and was a 2021 nominee for the Texas Radio Hall of Fame. Mayor Pro Tem Wright thanked the "Voice of Waxahachie" for his participation as Honorary Council Member.

**7. Public Hearing on a request by Brenda Arellano, for a Specific Use Permit (SUP) for a Private Club (Event Venue) use within a Central Area (CA) zoning district, located at 200 S Rogers Street, Suite 303 (Property ID: 170521) – Owner: Rogers & Franklin LLC (ZDC-195-2023)**

(:6a)

The Item was presented by Senior Director of Planning Jennifer Pruitt and applicant Brenda Arellano requested approval.

Mayor Hill opened the Public Hearing at approximately 7:11 p.m.

There being no others to speak for or against ZDC-195-2023, Mayor Hill closed the Public Hearing at approximately 7:12 p.m.

**8. Consider proposed Ordinance approving ZDC-195-2023**

**ORDINANCE NO. 3457**

**AN ORDINANCE AUTHORIZING A SPECIFIC USE PERMIT (SUP) TO PERMIT A PRIVATE CLUB (EMMA GRACE EVENTS & STUDIO) USE WITHIN A CENTRAL AREA (CA) ZONING DISTRICT, LOCATED AT 200 S ROGERS STREET, SUITE 303, BEING PROPERTY ID 170521, IN THE CITY OF WAXAHACHIE, ELLIS COUNTY, TEXAS, BEING LOTS 1A-C, 2A-C, 3A-C, BLOCK 16 OF THE ORIGINAL TOWN ADDITION, AND ORDERING THE CHANGING OF THE ZONING MAP THEREOF IN ACCORDANCE WITH SAID CHANGE.**

**Action:**

*Billie Wallace moved to approve the Ordinance for ZDC-195-2023, a Specific Use Permit request for a Private Club use at 200 S. Rogers Street, Suite 303, subject to the conditions of the staff report. Motion was seconded by Travis Smith and carried unanimously (5-0).*

**9. Continue Public Hearing on a request by Brad Yates, for a Zoning Change from a Commercial zoning district to a Planned Development-Multi-Family-2 (PD-MF-2) zoning district, located at 600 S Rogers Street, (Property ID: 298309) – Owner: Billy K. Pruitt (ZDC-150-2023)**

The Item was presented by Ms. Pruitt and applicant Grayson Yates requested approval.

Mayor Hill continued the Public Hearing at approximately 7:15 p.m.

There being no others to speak for or against ZDC-150-2023, Mayor Hill closed the Public Hearing at approximately 7:15 p.m.

**10. Consider proposed Ordinance approving ZDC-150-2023**

**ORDINANCE NO. 3458**

**AN ORDINANCE AUTHORIZING A ZONING CHANGE FROM COMMERCIAL (C) TO PLANNED DEVELOPMENT-MULTI-FAMILY-2 1 (PD-MF-2), WITH SITE PLAN LOCATED NORTH OF 602 S ROGERS STREET IN THE CITY OF WAXAHACHIE, ELLIS COUNTY, TEXAS, BEING 0.41 ACRES KNOWN AS PROPERTY ID 298309, A PORTION OF LOTS 1, 2, 4, 5, & 6, BLOCK 19 OF THE BULLARD-REVISION**

(ga)

**SUBDIVISION, AND ORDERING THE CHANGING OF THE ZONING MAP THEREOF  
IN ACCORDANCE WITH SAID CHANGE.**

**Action:**

*Patrick Souter moved to approve the Ordinance for ZDC-150-2023, a Zoning Change from a Commercial zoning district to a Planned Development-Multi-Family-2 zoning district at 600 S. Rogers Street, subject to the conditions of the staff report. Motion was seconded by Travis Smith and carried unanimously (5-0).*

**11. Consider Development Agreement for ZDC-150-2023**

**Action:**

*Chris Wright moved to approve the Development Agreement for ZDC-150-2023. Motion was seconded by Travis Smith and carried unanimously (5-0).*

**12. Public Hearing on a request by Ido Pistiner, for a Specific Use Permit (SUP) for a Short-Term Rental use within a Planned Development Single-Family Dwelling-2 (PD-SF-2) zoning district located at 462 Wintergreen Drive (Property ID 265831) - Owner: Ido Pistiner (ZDC-190-2023)**

Mayor Hill announced the applicant requested to continue the Public Hearing to the March 4, 2024 City Council meeting.

**Action:**

*Billie Wallace moved to continue the Public Hearing for ZDC-190-2023 to the March 4<sup>th</sup> City Council meeting. Motion was seconded by David Hill and failed by a 2-3 vote, with Chris Wright, Patrick Souter, and Travis Smith voting in opposition.*

**13. Consider proposed Ordinance approving ZDC-190-2023**

*No action taken.*

**14. Consider construction contract for the 2022 Sidewalk Project**

The Item was presented by Senior Director of Public Works and Engineering Justin Stoker.

**Action:**

*Billie Wallace moved to approve the award of a construction contract to Meca Construction, LLC. in the amount of \$222,841 and a contingency of \$27,159 for the 2022 Sidewalk Project as presented and authorize the City Manager to execute all necessary documents. Motion was seconded by Travis Smith and carried unanimously (5-0).*

**15. Consider construction contract for the Northgate Drive at US 77 Intersection Improvements Project**

The Item was presented by Mr. Stoker.



(ha)

**Action:**

*Billie Wallace moved to approve the construction contract with EAR Telecommunications, LLC. in the amount of \$475,934.20 for the Northgate Drive at US 77 intersection improvements project, and an additional contingency in the amount of \$24,065.80 for a total amount of \$500,000 to be funded from Roadway Service Area 4 impact fees, and authorize the City Manager to execute all necessary documents. Motion was seconded by Patrick Souter and carried unanimously (5-0).*

**16. Consider construction contract for Howard Road Water Treatment Plant Clarifier No. 3 Sludge Track and Cable Drive Unit Replacement Project**

The Item was presented by Senior Director of Utilities Kumar Gali.

**Action:**

*Chris Wright moved to approve a contract with Environmental Improvements, Inc. in the amount of \$115,884.48 for the Howard Road Water Treatment Plant Clarifier No. 3 Sludge Track and Cable Drive Unit Replacement Project and approve a supplemental appropriation of \$35,885 from the Water Fund unrestricted fund balance, and authorize the City Manager to execute all necessary documents. Motion was seconded by Patrick Souter and carried unanimously (5-0).*

**17. Consider construction contract for Howard Road Wastewater Treatment Plant Clarifier No. 4 and No. 5 Rehabilitation Project**

The Item was presented by Mr. Gali.

**Action:**

*Patrick Souter moved to approve the award of a construction contract to Environmental Improvements, Inc. in the amount of \$987,742.83 and additional contingency in the amount of \$12,257.17 for the Howard Road Wastewater Treatment Plant Clarifier No. 4 and No. 5 Rehabilitation Project and authorize the City Manager to execute all necessary documents. Motion was seconded by Travis Smith and carried unanimously (5-0).*

**18. Consider proposed Resolution granting conditional consent to the creation of the Myrtle Creek Municipal Management District No. 1 and the inclusion of 1,263.272 acres of land into said district**

The Item was presented by City Manager Michael Scott and Stephen Robinson, legal counsel to Hines, requested the conditional approval to move forward.

**RESOLUTION NO. 1359**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WAXAHACHIE, TEXAS, GRANTING CONDITIONAL CONSENT TO THE CREATION OF THE MYRTLE CREEK MUNICIPAL MANAGEMENT DISTRICT NO. 1 AND THE INCLUSION OF 1,263.272 ACRES OF LAND INTO SAID DISTRICT; MAKING FINDINGS RELATED THERETO; AND PROVIDING FOR AN EFFECTIVE DATE.**

(na)

**Action:**

*Billie Wallace moved to approve a Resolution granting conditional consent to the creation of the Myrtle Creek Municipal Management District No. 1 and the inclusion of 1,263.272 acres of land into said district. Motion was seconded by Patrick Souter and carried unanimously (5-0).*

**19. Comments by Mayor, City Council, City Attorney and City Manager**

City Council thanked Ken Roberts for his many years of service to Waxahachie.

Council Member Travis Smith thanked those who attended and donated to Ellis County Dancing with the Stars benefit.

Mayor Pro Tem Chris Wright thanked the citizens who attended the Animal Care Advisory Committee meeting.

Council Member Patrick Souter thanked the citizens who attended the Animal Care Advisory Committee meeting noting they are looking for volunteers.

Mayor David Hill asked for thoughts and prayers for Kevin Strength and thanked Police Chief Joe Wisner for his assistance with the Animal Care Committee.

**20. Adjourn**

There being no further business, the meeting adjourned at 7:45 p.m.

Respectfully submitted,

Amber Villarreal  
City Secretary



City of Waxahachie  
City Secretary's Office

(56)

Special Event Application

Date submitted 2/13/20

## Applicant Information

Applicant name: Fabricio Marin

Are you representing the host organization?

Yes ☒

No ☐

Will you be the on-site point of contact during the event?

Yes ☒

No ☐

Phone: \_\_\_\_\_

Cell: \_\_\_\_\_

Email: fab@htxcarmeets.com

Mailing address: 347 Coach Rd, Houston, TX 77060

Host organization name: Houston Carmeets LLC

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

On-site contact name: Fabricio Marin

Cell: \_\_\_\_\_

## About the Event

Event name: The Grand Mega Meet

Location: Waxahachie Civic Center

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

Anticipated attendance: 200-400 attendees

Description of event: Car/Truck/Motorcycle show featuring vendors and DJ

## How many times has this event been hosted before?

1<sup>st</sup> time ☐

2 – 4 times ☒

5 or more times ☐

Location: ULH EVENT CENTER

## Choose the best description of the event:

☐ Festival

☐ Movie Screening

☐ Parade

☐ Private Event

☐ Run / Walk

☐ Birthday Party / Picnic

☐ Charitable / Fundraising

☐ Community / Neighborhood

☐ Concert / Live Performance

☒ Other: Automotive Event



City of Waxahachie  
City Secretary's Office

(510)

Special Event Application

**Event activities include (check all that apply):**

- |  |  |
|--|--|
| <input type="checkbox"/> Amusement rides / Inflatables         | <input checked="" type="checkbox"/> Food – sampled, served, or sold                    |
| <input type="checkbox"/> Animals / Petting Zoo                 | <input checked="" type="checkbox"/> Products / Services – given away, sampled, or sold |
| <input type="checkbox"/> Announcement / Speeches               | <input type="checkbox"/> Live music  |
| <input type="checkbox"/> Information / Literature Distribution | <input type="checkbox"/> Street closure  |
| <input checked="" type="checkbox"/> DJ / Recorded Music        | <input type="checkbox"/> Other:  |

**The event is:**

- |  |   |
|--|---|
| <input type="radio"/> Private                                    | <input type="radio"/> Free & open to the general public |
| <input type="radio"/> Entry by participation or registration fee | <input type="radio"/> Entry by admission fee or ticket  |

Admission information, if applicable:

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

Pricing are per vehicle. \$50 VIP Parking (Show Area) \$25 Spectator Parking

**Event timeline:**

	Date(s)	Start Time:	End Time:
Event Date	03/15/2024	5:00pm	11:00pm
Event Set-up	03/15/2024	10:00am	N/A
Event Breakdown	03/15/2024	11:00pm	11:59pm

**Run / Walk:**

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

N/A      1 mile      N/A      5K      N/A      Other distance

Please indicate your expected attendance: N/A

Number of participants:

- |         |                                  |
|---------|----------------------------------|
| 1-99    | <input checked="" type="radio"/> |
| 100-199 | <input type="radio"/>            |
| 200-299 | <input type="radio"/>            |
| 300+    | <input type="radio"/>            |

Provide route on attached site map.



### Food / Beverage:

Will the event offer food/beverages? Yes ☒ No ☐  
Will event require any food preparation on-site? Yes ☒ No ☐  
Will alcohol be served/sold? Yes ☐ No ☒

[Sample Downtown Event/Festival Boundary Map](#)

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

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

### Police / Security Services:

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

Event staff How many: N/A Date(s) & time(s): N/A  
Volunteers How many: N/A Date(s) & time(s): N/A  
Private security How many: N/A Date(s) & time(s): N/A  
Company name: N/A

Contact name and number: N/A

Off duty police How many: 3 Date(s) & time(s): 03/15/24 5:00pm-11:00pm

Have you made arrangements with the police? Yes ☐ No ☒

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

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

Contact name: Fabricio Marin

Phone number: 346-372-2242

### Street Closures:

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

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

Street closings to begin on date: \_\_\_\_\_ Start time: \_\_\_\_\_ End time: \_\_\_\_\_

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

### Traffic Safety Equipment:

Does your event require traffic cones or barricades? Yes ☐ No ☒

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

Traffic Cones How many: \_\_\_\_\_ Barricades How many: \_\_\_\_\_

Other: \_\_\_\_\_

Where should equipment be dropped off & picked up? \_\_\_\_\_



City of Waxahachie  
City Secretary's Office

(5b)

## Special Event Application

When will the traffic equipment be set-up?

Date: \_\_\_\_\_ Time: \_\_\_\_\_

When will the traffic equipment be removed?

Date: \_\_\_\_\_ Time: \_\_\_\_\_

Are you requesting the use of City traffic equipment?

Yes ☐

No ☒

**Availability is not guaranteed**

**Streets cannot be blocked without prior approval.**

### Temporary Tents & Structures:

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

Yes ☐

No ☒

List the # of tents & sizes:

**Indicate locations on attached required site map.**

### Electrical Services:

How will electrical services be supplied?

Generator ☒

Franchise Utilities ☐

Both ☐

List contractor / supplier:

Each vendor is responsible for their own electrical services, typically all of our vendors bring their own generator.

Explain services in detail:

10

### Insurance

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

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

### Hold Harmless Clause

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

Fabricio Marin

Signature

02/13/24

Date

### Contract Agreement

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

Fabricio Marin

Signature

02/13/24

Date

(50)

**Bonner, Jami**

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**From:** Fabricio Marin <fab@htxcarmeets.com>  
**Sent:** Wednesday, February 28, 2024 8:28 AM  
**To:** Bonner, Jami  
**Cc:** Malone, Lori  
**Subject:** Re: Waxahachie Civic Center

Jami,

Wanted to make a clarification on the event application, that alcohol will be consumed and served/sampled (by vendors) but will NOT be sold.

Thank you!

Fab Marin  
Houston Carmeets LLC.  
Direct: (346) 372-2242  
Instagram: @houston\_carmeets

On Fri, Feb 23, 2024 at 1:08 PM Bonner, Jami <[jami.bonner@waxahachie.com](mailto:jami.bonner@waxahachie.com)> wrote:

Received. Thank you.

**From:** Fabricio Marin <[fab@htxcarmeets.com](mailto:fab@htxcarmeets.com)>  
**Sent:** Friday, February 23, 2024 12:36 PM  
**To:** Bonner, Jami <[jami.bonner@waxahachie.com](mailto:jami.bonner@waxahachie.com)>  
**Subject:** Re: Waxahachie Civic Center

Good afternoon,

Just wanted to follow up, the civic center requested a letter of approval from the hotel next door for us to block an entrance/exit. They have approved, I've

attached the screenshot from the email for reference.

Fab Marin  
Houston Carmeets LLC.

(5b)

# SECURITY AND EMERGENCY PLAN

## Entrances/Exit:

There will be only one entrance and one exit, this is to ensure that we can properly allow all ticket holders inside the parking lot. As well as to make the flow of traffic easier to manage.

## Police Officers:

There will be 1 police officer stationed at the entrance of the venue in a marked vehicle with emergency sirens on (if allowed). This just ensures the public knows that there is police on site. Another police officer will be stationed near the main entrance to provide backup, and the final last police officer will be driving around the parking lot ensuring that everything is under control.

## First Aid:

In the event of a medical emergency we will have to rely on 911 emergency services. We have a basic first aid kit located at the DJ booth tent at all of our events.

## Walkie Talkies:

To communicate with staff working the event, we provide everyone with a walkie talkie.

## Weather:

This event will be rain or shine if the rain is moderate, however if extreme thunder or heavy rainfall are forecasted we will have to cancel the event.

## Vendors/Tents:

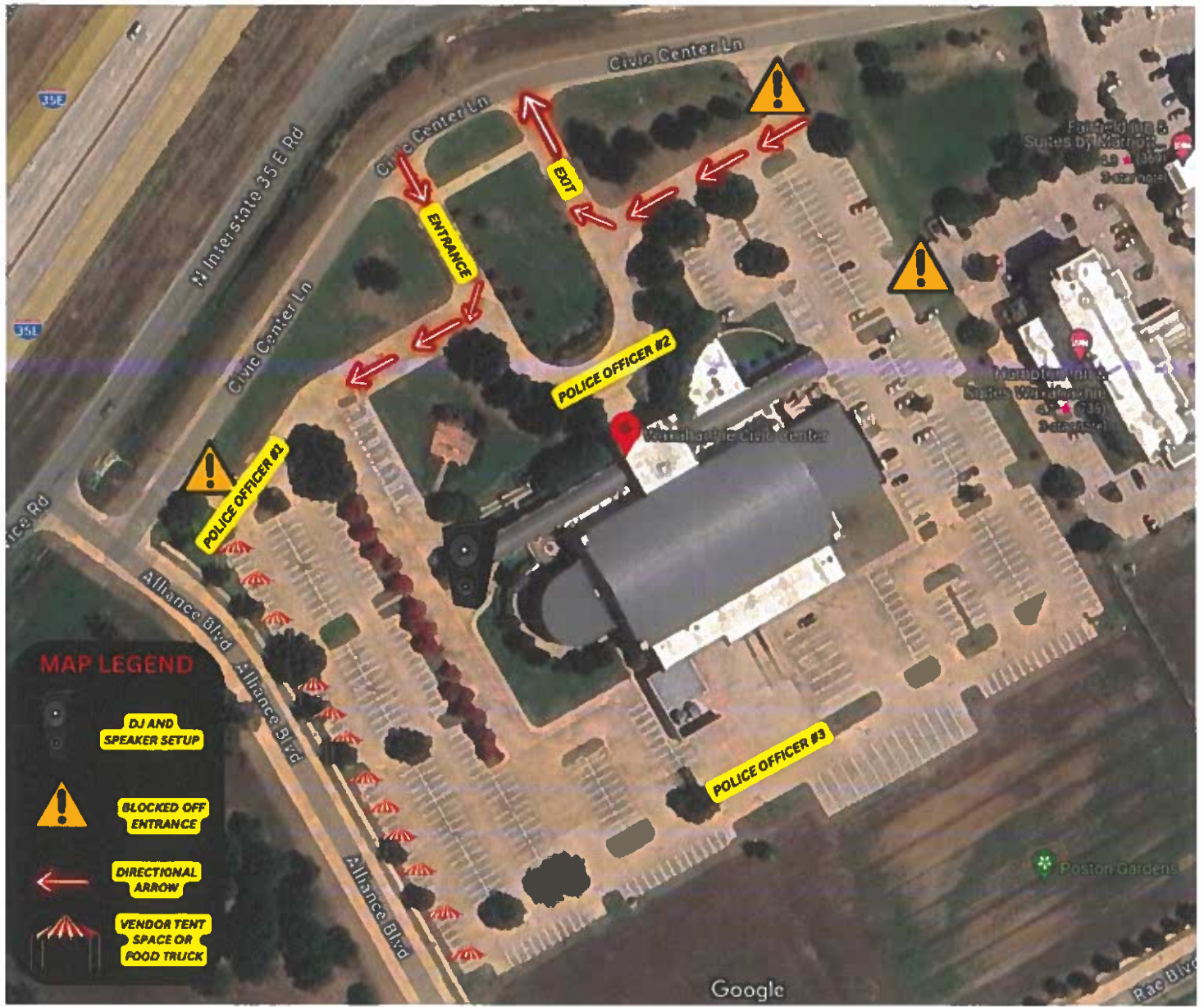
We estimate we will have about 12 vendors total including food trucks, however this number may vary. All of our vendor tent setups are smaller than 10'x20'

## Food Trucks:

Some of our vendors have food trucks, they will be setup at the designated vendor area.



(567)



(567)

**Bonner, Jami**

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**From:** Ortiz, April  
**Sent:** Wednesday, February 14, 2024 11:28 AM  
**To:** Bonner, Jami  
**Cc:** Villarreal, Amber  
**Subject:** FW: Waxahachie Civic Center  
**Attachments:** CIVIC CENTER MAP.png

Jami,

Please see Fabricio's replies to the questions Gumaro suggested we send to him. These questions originated from EOC on the Big Top event application but Gumaro felt that they would be good for the car show to answer for this event as well.

Thanks!!

*April Ortiz*

Director  
Waxahachie Civic Center  
469-309-4040 Office  
469-309-4041 Direct  
[aortiz@waxahachie.com](mailto:aortiz@waxahachie.com)

**From:** Fabricio Marin <fab@htxcarmeets.com>  
**Sent:** Wednesday, February 14, 2024 10:53 AM  
**To:** Ortiz, April <aortiz@waxahachie.com>  
**Cc:** Malone, Lori <lmalone@waxahachie.com>  
**Subject:** Re: Waxahachie Civic Center

Good morning April,

Please see below. If you have any questions please let me know.

1. Please address how you will monitor for severe weather and the criteria for canceling the event. For instance, if the National Weather Service issues a severe thunderstorm warning for the event area, what steps you will take to keep the public safe.  
***We closely monitor the weather forecast daily leading up to the event, in the instance that there is rain forecasted for March 15 we will have to postpone/reschedule. If for some reason there is a completely unexpected change of weather during the event with heavy thunderstorms, we will notify you immediately as well as everyone in attendance that we will have to conclude the event early.***
2. What will be done to prevent high winds from creating flying hazards of tents and other loose items during the event.  
***To prevent tents from flying during high winds we require all of our vendors to place sandbags on each leg of their tent.***
3. What will be done to prevent overnight thunderstorms from blowing tents/and other loose items into buildings and into the streets.  
***N/A - We do not plan to have anything setup overnight.***
4. Who is the designated Safety Officer, (not police or fire personnel) but the event person responsible for the public's safety. Please indicate for each hour of each day of the event. List this persons contact

(5b)

information.

**Cristian Barrera**

5. Please indicate the distance of lightning from the event that you will order an evacuation or cancellation.

***If there are severe thunderstorms the day of the event within a 15 Mile Radius we will have to cancel the event.***

6. Who will be responsible for security of property overnight.

***N/A - We do not plan to store anything overnight.***

7. Please clarify the total amount of time each street/parking lot will be shut down. (From setup to break down) We would like a map showing the locations of all barricades.

***We only plan on using reflective cones to block some street entrances to the venue to ensure that we have control over the process of checking in attendees. A map of all barricades has been submitted to the City of Waxahachie Secretary's Office. I also have attached the same map for reference below.***

8. Will event personnel staff the street barricades to prevent vehicles from circumventing them?

***Event staff will be stationed at each coned off entrance to ensure no vehicles try to circumvent the designated entrance. All event staff will have walkie talkies to communicate.***

9. Will the command center be a tent or vehicle ? Will it have power and communications?

***We will have our tent setup where the DJ will be at, it will serve as our command center, communications will take place over walkie talkie radios that each of our event staff will have.***

10. Where will the first aid station be located?

***We keep a first aid kit located at our tent (DJ Booth). In the event of a medical emergency that's outside our control, we will have to dial 911.***

11. Do you have an agreement with an Ambulance Provider? Will there be a medical cart for moving patients to an Ambulance pickup point?

***N/A - We do not have any agreements with any ambulance providers at this time nor do we have a medical cart for moving patients to an ambulance pickup point. There has never been an instance where this was needed at any of our previous events.***

12. Is there an event participant/vender parking plan?

***Vendors are responsible for ensuring that they arrive on time at our designated arrival time of 4:00pm the day of the event for setting up. All vendors will be placed according to the map that I've attached below.***

13. Will any vehicles be allowed in the closed area other than first responders once the public arrives?

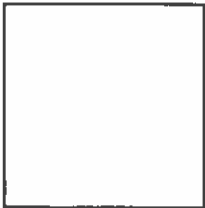
***N/A - The main entrance will stay open during the event hours ensuring all our attendees who purchased tickets have access to the premises.***

14. How will the setup registration process be for the venders. Will there be a cutoff point? Will all venders set up on Friday night or will they be allowed to setup during the event day?

(5b)  
***The day of the event all our vendors will begin arriving at 4:00pm and no later than 6:00pm unless prior arrangements have been made, this includes DJ, food trucks and other vendors. We will have event staff assign spaces for the vendors on a first come first serve basis. We do not like to pre-assign spaces due to the nature of each vendor having a different size tent setups. None of our vendor's tents will exceed the limit of 10'x20'.***

15. Will late arriving vendors be allowed to bring their vehicles into the barricaded area during the event?

***We understand unexpected delays happen. However, vendors will not be allowed to set up after 6:00pm unless prior arrangements have been made.***



On Wed, Feb 14, 2024 at 9:39 AM Ortiz, April <[aortiz@waxahachie.com](mailto:aortiz@waxahachie.com)> wrote:

Fabricio,

I have included some safety questions below that may or may not pertain to your event, but I thought it may be a good idea for you to get ahead of it, as they are questions that usually come from our Emergency Management department. If they do not apply to your event, just list why they are not applicable.

1. Please address how you will monitor for severe weather and the criteria for canceling the event. For instance, if the National Weather Service issues a severe thunderstorm warning for the event area, what steps you will take to keep the public safe.
2. What will be done to prevent high winds from creating flying hazards of tents and other loose items during the event.
3. What will be done to prevent overnight thunderstorms from blowing tents/and other loose items into buildings and into the streets.

(5b)



Jessenia Colin 4:16 PM



to me ▾

Good Afternoon Fabricio

We are going to approve your request with blocking the entrance/exit way leading into our hotel Parking lot for March 15,2024 from 5:00pm to 11:00pm.

Jessenia Colin

General Manager

972-923-0666 phone

972-937-4087 Fax

Email: [Jessenia.Colin@hilton.com](mailto:Jessenia.Colin@hilton.com)



2010 civic center lane

Waxahachie, TX 75165





Date submitted 8/7/23

### Applicant Information

Applicant name: Macy Thompson

Are you representing the host organization? Yes ☒ No ☐

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

Phone: \_\_\_\_\_ Cell: \_\_\_\_\_

Email: \_\_\_\_\_

Mailing address: 3915 W. Davis ST, STE 130-184, Conroe TX 77304

Host organization name: Big Top Entertainment LLC

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

On-site contact name: David Adams Cell: \_\_\_\_\_

### About the Event

Event name: Big Top Shopping Festival

Date: 4/20/2024-4/21/2024

Location: Downtown Waxahachie

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

Anticipated attendance: Similar to Texas County Reporter Festival

Description of event: \_\_\_\_\_

	Date(s)	Start Time:	End Time:
Event Date	4/20/24-4/21/24	9:00	17:00
Event Set-up	4/19/24	7:00	23:00
Event Breakdown	4/20/24	17:00	22:00

**How many times has this event been hosted before?**

1<sup>st</sup> time ☒ 2 – 4 times ☐ 5 or more times ☐ Location: Downtown Waxahachie



**Choose the best description of the event:**

- |   |  |
|---|--|
| <input checked="" type="radio"/> Festival | <input type="radio"/> Birthday Party / Picnic    |
| <input type="radio"/> Movie Screening     | <input type="radio"/> Charitable / Fundraising   |
| <input type="radio"/> Parade              | <input type="radio"/> Community / Neighborhood   |
| <input type="radio"/> Private Event       | <input type="radio"/> Concert / Live Performance |
| <input type="radio"/> Run / Walk          | <input type="radio"/> Other:                     |

**Event activities include (check all that apply):**

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> Amusement rides / Inflatables | <input checked="" type="checkbox"/> Food – sampled, served, or sold                    |
| <input type="checkbox"/> Animals / Petting Zoo                    | <input checked="" type="checkbox"/> Products / Services – given away, sampled, or sold |
| <input type="checkbox"/> Announcement / Speeches                  | <input checked="" type="checkbox"/> Live music   |
| <input type="checkbox"/> Information / Literature Distribution    | <input checked="" type="checkbox"/> Street closure                                     |
| <input type="checkbox"/> DJ / Recorded Music                      | <input type="checkbox"/> Other:  |

**The event is:**

- |  |  |
|--|--|
| <input type="radio"/> Private                                    | <input checked="" type="radio"/> Free & open to the general public |
| <input type="radio"/> Entry by participation or registration fee | <input type="radio"/> Entry by admission fee or ticket             |

Admission information, if applicable:

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

Free admission

**Run / Walk:**

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

\_\_\_\_\_ 1 mile \_\_\_\_\_ 5K \_\_\_\_\_ Other distance

Please indicate your expected attendance: \_\_\_\_\_

Number of participants:

- |         |                                  |
|---------|----------------------------------|
| 1-99    | <input checked="" type="radio"/> |
| 100-199 | <input type="radio"/>            |
| 200-299 | <input type="radio"/>            |
| 300+    | <input type="radio"/>            |

**Provide route on attached site map.**



### Food / Beverage:

Will the event offer food/beverages? Yes ☒ No ☐  
Will event require any food preparation on-site? Yes ☒ No ☐  
Will alcohol be served/sold? Yes ☒ No ☐

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

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

### Police / Security Services:

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

Event staff How many: 2 Date(s) & time(s): 4/20-4/21 9:00-17:00  
Volunteers How many: 4 Date(s) & time(s): TBD  
Private security How many: 0 Date(s) & time(s): n/a  
Company name: n/a

Contact name and number: \_\_\_\_\_

Off duty police How many: TBD-similar to TCR Date(s) & time(s): TBD

Have you made arrangements with the police? Yes ☐ No ☒

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

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

Contact name: \_\_\_\_\_ Phone number: \_\_\_\_\_

### Street Closures:

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

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

**Yes, similar to Texas Country Reporter Festival**

Street closings to begin on date: 4/19/24 Start time: TBD End time: TBD

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

### City Equipment:

Are you requesting the use of City equipment? Yes ☒ No ☐

**Availability is not guaranteed**

**Streets cannot be blocked without prior approval.**

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

Traffic Cones How many: Similar to TCR Barricades How many: Similar TCR





City of Waxahachie  
City Secretary's Office

(5c)  
Special Event Application

Other: Need pricing for similar to Texas County Reporter Festival

Where should equipment be dropped off & picked up? TBD

When will the equipment be set-up?

Date: TBD

Time: \_\_\_\_\_

When will the equipment be removed?

Date: TBD

Time: \_\_\_\_\_

### Temporary Tents & Structures:

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

Yes ☐

No ☒

List the # of tents & sizes:

**Indicate locations on attached required site map.**

### Electrical Services:

How will electrical services be supplied?

Generator ☐

Franchise Utilities ☐

Both ☒

List contractor / supplier: TBD

Explain services in detail: All exhibitors are responsible for their own power supply.

### Insurance

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

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

### Hold Harmless Clause

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

Signature

08-11-2023

Date

### Contract Agreement

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

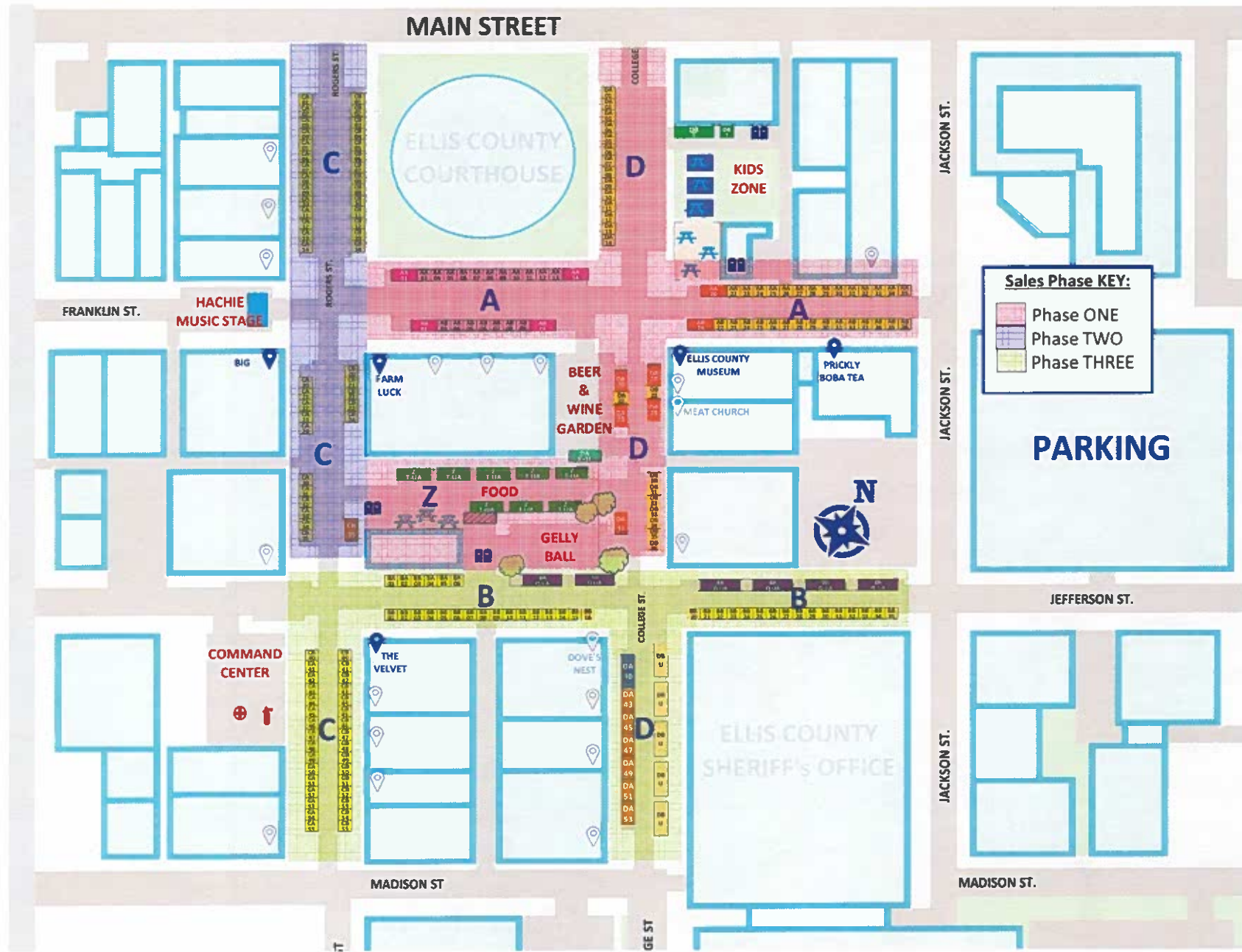
Signature

08-11-2023

Date

Email completed Special Events Application and site map to  
Jami Bonner at [Jami.Bonner@waxahachie.com](mailto:Jami.Bonner@waxahachie.com).

Revised / Received 8/31/23



(5c)

(gc)

**Bonner, Jami**

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**From:** Griffith, Thomas  
**Sent:** Tuesday, February 27, 2024 1:53 PM  
**To:** Bonner, Jami; Villarreal, Amber  
**Subject:** FW: 4/20-21/2024 BTE Event Questions Answered

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**From:** Macy Thompson <Macy@bigtop.show>  
**Sent:** Tuesday, February 27, 2024 1:02 PM  
**To:** Griffith, Thomas <john.griffith@waxahachie.com>  
**Cc:** David Adams <David@bigtop.show>  
**Subject:** 4/20-21/2024 BTE Event Questions Answered

Thank you for your patience. Please see below and reach out with further questions.

1. Please address how you will monitor for severe weather and the criteria for canceling the event. For instance, if the National Weather Service issues a severe thunderstorm warning for the event area, what steps you will take to keep the public safe? Our Safety Officer, David Adams, will monitor the conditions through various applications such as the National Weather Service, Underground Weather, and more. If our Safety Officer feels that there is cause for concern, we will keep vendors and customers aware of upcoming weather conditions. If severe weather conditions such as hail, tornado, and/or lightning occur, BTE staff will advise customers to find shelter inside the surrounding buildings.
2. What will be done to prevent high winds from creating flying hazards for tents and other loose items during the event? BTE requires all exhibitors to secure their tents with methods such as tent stakes, sandbags, cement weighs, or heavy material with a minimum of 50 pounds per 100 square feet of tenting. Additionally, BTE recommends exhibitors fasten or install side panels to all sides of their tents to help stabilize their tents from high winds.
3. What will be done to prevent overnight thunderstorms from blowing tents/and other loose items into buildings and the streets? As stated above, all exhibitors are required to secure their tents.
4. Who is the designated Safety Officer, (not police or fire personnel) but the event person responsible for the public's safety? Please indicate each hour of each day of the event. List this person's contact information. David Adams will be the acting Safety Officer for BTE during all event hours. Saturday and Sunday 09:00 hours to 17:00 hours. (Contact information is currently listed within the Emergency Contingency Plan.
5. Please indicate the distance of lightning from the event you will order an evacuation or cancelation. BTE follows the OSHA and National Weather Service proposed guidelines for lightning threats within six to ten miles. The Safety Officer will monitor and update BTE staff and all onsite AHJ's of any approaching storm threat and will advise all participants to seek nearby shelter for a minimum of 30 minutes from the last thunder or lightning flash if the storm appears to be small and/or short lived. Should the storm appear severe or strong, a complete evacuation will be announced to all participants of the event.

(5c)

6. Who will be responsible for the security of the property overnight? BTE contracts local law enforcement officers to secure the event, property, and participants. Waxahachie Police Department and/or Ellis County Sheriff shall provide off-duty officers to provide security during event hours as well as after hours.
7. Please clarify the total amount of time each street will be shut down. (From setup to breakdown) Looks like it might be from Friday at 5 pm to Sunday at 11 pm for all streets. (Rodgers?) Rodgers and College from Main to Madison also? We would like a map showing the locations of all barricades. This is correct. We would like all streets named below to be closed from Friday at 17:00 hours to Sunday at 23:00 hours. College Street (in between Main Street to Jefferson Street) and Franklin Street (in between Rogers Street to Jackson Street). As well as the Alleyway between Rogers Street and College Street. This will be our food truck alley. Please see the revised map attached.
8. Will event personnel staff the street barricades to prevent vehicles from circumventing them? No.
9. Will the command center be a tent or a vehicle? Will it have power and communications? The Command Center is a 24' cargo trailer with power, lighting, communications center and will be staffed by BTE personnel.
10. Where will the first aid station be located? The map was not attached. The First Aid Station will be at 10'x10' tent, located near the Command Center.
11. Do you have an agreement with an Ambulance Provider? Will there be a medical cart for moving patients to an Ambulance pickup point? BTE will secure an agreement with a local Ambulance Provider, prior to the event.
12. Is there an event participant/vendor parking plan? At this time, we will allow vendors to park in any legal parking area(s) indicated on the Waxahachie downtown website, (i.e.: City Parking Garage, Singleton Plaza, County Admin Building Lot, Water Department Parking Lot, The Charles Beatty Municipal Service Building, or the Parks & Rec Building Lot.)
13. Will any vehicles be allowed in the closed area other than first responders once the public arrives? No vehicles will be permitted in the event area during event hours other than first responder vehicles.
14. How will the setup registration process be for the vendors? Will there be a cutoff point? Will all vendors be set up on Friday night or will they be allowed to set up during the event? All BTE exhibitors are encouraged to set up Friday after 17:00 hours until Saturday at 01:00 hours. Saturday morning, exhibitors will be allowed to arrive and set up between the hours of 06:00 hours until 08:30 hours, but they will NOT be allowed to drive through the installed barricades and will be forced to "dolly-in" their displays and products.
15. Will late-arriving vendors be allowed to bring their vehicles into the pedestrian/shopping area during the event? No Exhibitors will not be allowed to set up after 08:30 hours Saturday morning.

**Macy Thompson**

Executive Assistant

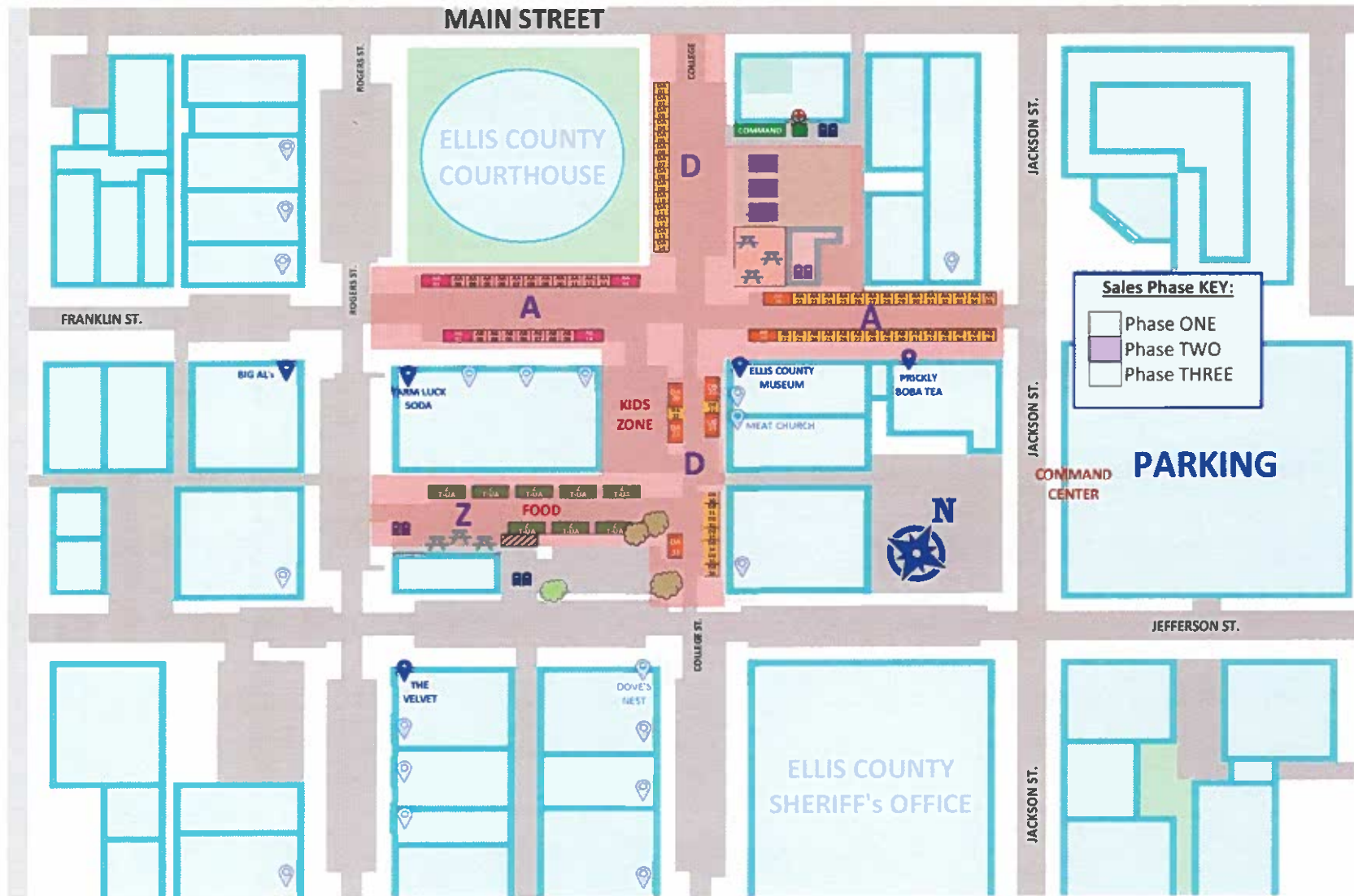


T: 936-766-1453

E: [Macy@bigtop.show](mailto:Macy@bigtop.show)

W: [www.BigTop.show](http://www.BigTop.show)





(5c)

(5c)

February 7, 2024

Waxahachie City Council  
PO Box 757  
Waxahachie, TX 75168



*Re: Big Top Shopping Festival*

**Dear Council Members:**

Please let this letter serve as support from the Waxahachie Downtown Merchants Association for the Big Top Shopping Festival to shut down streets as outlined in their submitted event application.

On February 7<sup>th</sup>, 2024, during a regularly scheduled member meeting, the Association voted unanimously to approve the motion supporting this event and all necessary street closures pertaining to it. The association understands the significant impact a street closure has on downtown businesses and has taken this into consideration during the discussion and approval for support of this event.

This discussion and vote have been recorded in our meeting minutes and can be made available upon request.

A handwritten signature in black ink, reading 'Jordan Molina'.

Jordan Molina  
President - WDMA

(h'c)

**Bonner, Jami**

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**From:** Mosley, Laurie  
**Sent:** Monday, August 14, 2023 10:40 AM  
**To:** Bonner, Jami; Martinez, Gumaro; Cooper, Kyle; Simpson, Anita  
**Cc:** Villarreal, Amber  
**Subject:** RE: Event Application Received

Good Morning Team,

The map they have provided is a larger footprint than what we (Amber Adams, Wally Mendez and I) originally discussed with them; however, they are a well-oiled machine that is used to organizing events, and I feel like they know what they are doing. They also know that they have to pay for police officers, etc. We just need to give them the fee schedule.

This date coordinates with Antique Alley and could be a large attraction for us/downtown if they can get all of the right approvals – WDMA, usage of the lot behind the Franklin buildings, Dove's Nest parking, etc. We do need to discourage them from using the space on College Street where the shade structures are because there could be construction in that area by April of next year.

They currently host indoor events at the Civic Center, so they have been downtown and started planting seeds with the various merchants to create enthusiasm about a downtown event, so I can see the WDMA supporting them.

Just let me know how I can be of assistance to the group 😊.

Thanks,

Laurie Mosley, CTE  
Director  
Waxahachie CVB  
2000 Civic Center Lane  
Waxahachie, TX 75165  
469-309-4046

**From:** Bonner, Jami <jami.bonner@waxahachie.com>  
**Sent:** Monday, August 14, 2023 9:32 AM  
**To:** Martinez, Gumaro <gmartinez@waxahachie.com>; Cooper, Kyle <kyle.cooper@waxahachie.com>; Mosley, Laurie <lmosley@waxahachiecvb.com>; Simpson, Anita <asimpson@waxahachie.com>  
**Cc:** Villarreal, Amber <avillarreal@waxahachie.com>  
**Subject:** Event Application Received

Good morning,

Please find an event application for "Big Top Shopping Festival" for April 20-21, 2024 attached. Before I share with staff, I wanted to share a few observations for your feedback...

- April 20, 2024 is Hachie 50 (approved by City Council)

(5c)

**Bonner, Jami**

---

**From:** Gaertner, James  
**Sent:** Tuesday, August 15, 2023 10:43 AM  
**To:** Bonner, Jami; Boyd, Ricky; Joe Bill Wiser; Griffith, Thomas; Donna Insixiengmay; Simpson, Anita; Borders, Amy; Brooks, Shon; Warren, Anthony; Jordan, Me'Lony; Martinez, Gumaro; Cooper, Kyle; Barnes, Bradley; Campos, Yadira; Mosley, Laurie; Dale Sigler; Massey, Matt  
**Cc:** Scott, Michael; Lawrence, Albert; Villarreal, Amber; Crocker, Clarice  
**Subject:** RE: Event Application - Big Top Shopping Festival

As discussed at the Director's meeting, we probably will not have enough traffic control measure for both Hachie 50 and this event. They may need to get their own traffic control measures for closing the streets.

**James Gaertner, PE, CFM, CPM**  
**Executive Director of Public Works & Utilities**  
Office: 469-309-4301  
[jgaertner@waxahachie.com](mailto:jgaertner@waxahachie.com)

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**From:** Bonner, Jami <jami.bonner@waxahachie.com>  
**Sent:** Tuesday, August 15, 2023 8:33 AM  
**To:** Boyd, Ricky <RBoyd@waxahachiefire.org>; Joe Bill Wiser <JWiser@waxahachiepd.org>; Griffith, Thomas <john.griffith@waxahachie.com>; Donna Insixiengmay <donna.insixiengmay@waxahachiepd.org>; Simpson, Anita <asimpson@waxahachie.com>; Borders, Amy <aborders@waxahachie.com>; Brooks, Shon <sbrooks@waxahachie.com>; Warren, Anthony <anthony.warren@waxahachie.com>; Jordan, Me'Lony <mjordan@waxahachie.com>; Martinez, Gumaro <gmartinez@waxahachie.com>; Cooper, Kyle <kyle.cooper@waxahachie.com>; Barnes, Bradley <bradley.barnes@waxahachie.com>; Campos, Yadira <ycampos@waxahachie.com>; Mosley, Laurie <lmosley@waxahachiecvb.com>; Dale Sigler <dsigler@waxahachiepd.org>; Massey, Matt <mmassey@waxahachie.com>; Gaertner, James <jgaertner@waxahachie.com>  
**Cc:** Scott, Michael <msscott@waxahachie.com>; Lawrence, Albert <alawrence@waxahachie.com>; Villarreal, Amber <avillarreal@waxahachie.com>; Crocker, Clarice <ccrocker@waxahachie.com>  
**Subject:** Event Application - Big Top Shopping Festival

Good morning,

Please find an event application for "Big Top Shopping Festival" to be held on April 20-21, 2024 attached. A few notes...

- Support letters from WDMA, usage of the lot behind the Franklin buildings, Dove's Nest parking will be required. Please let me know if you notice any other properties the applicant should contact for a support letter.
- The applicant is requesting several street closures from Friday – Sunday.
- Hachie 50 has been approved for April 20<sup>th</sup>
- Applicant is requesting alcohol
- Anticipated attendance & resource requests (barricades, cones, off-duty police) states: "Similar to Texas Country Reporter Festival"
- Crossroads of Texas Film and Music Festival will be held the weekend of April 13<sup>th</sup> per Amy Borders



(9c)

**Bonner, Jami**

---

**From:** Massey, Matt  
**Sent:** Tuesday, August 15, 2023 6:31 PM  
**To:** Gaertner, James  
**Cc:** Bonner, Jami; Boyd, Ricky; Joe Bill Wiser; Griffith, Thomas; Donna Insixiengmay; Simpson, Anita; Borders, Amy; Brooks, Shon; Warren, Anthony; Jordan, Me'Lony; Martinez, Gumaro; Cooper, Kyle; Barnes, Bradley; Campos, Yadira; Mosley, Laurie; Dale Sigler; Scott, Michael; Lawrence, Albert; Villarreal, Amber; Crocker, Clarice  
**Subject:** Re: Event Application - Big Top Shopping Festival

As James mentioned, unfortunately we do not have enough traffic control for both events.

Matt Massey  
Street Operations Manager  
City of Waxahachie  
Office 469-309-4312  
mmassey@waxahachie.com

On Aug 15, 2023, at 10:43 AM, Gaertner, James <jgaertner@waxahachie.com> wrote:

As discussed at the Director's meeting, we probably will not have enough traffic control measure for both Hachie 50 and this event. They may need to get their own traffic control measures for closing the streets.

**James Gaertner, PE, CFM, CPM**  
**Executive Director of Public Works & Utilities**  
Office: 469-309-4301  
[jgaertner@waxahachie.com](mailto:jgaertner@waxahachie.com)

---

**From:** Bonner, Jami <jami.bonner@waxahachie.com>  
**Sent:** Tuesday, August 15, 2023 8:33 AM  
**To:** Boyd, Ricky <RBoyd@waxahachiefire.org>; Joe Bill Wiser <JWiser@waxahachiepd.org>; Griffith, Thomas <john.griffith@waxahachie.com>; Donna Insixiengmay <donna.insixiengmay@waxahachiepd.org>; Simpson, Anita <asimpson@waxahachie.com>; Borders, Amy <aborders@waxahachie.com>; Brooks, Shon <sbrooks@waxahachie.com>; Warren, Anthony <anthony.warren@waxahachie.com>; Jordan, Me'Lony <mjordan@waxahachie.com>; Martinez, Gumaro <gmartinez@waxahachie.com>; Cooper, Kyle <kyle.cooper@waxahachie.com>; Barnes, Bradley <bradley.barnes@waxahachie.com>; Campos, Yadira <ycampos@waxahachie.com>; Mosley, Laurie <lmosley@waxahachiecvb.com>; Dale Sigler <dsigler@waxahachiepd.org>; Massey, Matt <mmassey@waxahachie.com>; Gaertner, James <jgaertner@waxahachie.com>  
**Cc:** Scott, Michael <msscott@waxahachie.com>; Lawrence, Albert <alawrence@waxahachie.com>; Villarreal, Amber <avillarreal@waxahachie.com>; Crocker, Clarice <ccrocker@waxahachie.com>  
**Subject:** Event Application - Big Top Shopping Festival

Good morning,

(hc)

**Bonner, Jami**

---

**From:** Donna Insixiengmay  
**Sent:** Wednesday, August 16, 2023 10:32 AM  
**To:** Bonner, Jami; Boyd, Ricky; Joe Bill Wiser; Griffith, Thomas; Simpson, Anita; Borders, Amy; Brooks, Shon; Warren, Anthony; Jordan, Me'Lony; Martinez, Gumaro; Cooper, Kyle; Barnes, Bradley; Campos, Yadira; Mosley, Laurie; Dale Sigler; Massey, Matt; Gaertner, James  
**Cc:** Scott, Michael; Lawrence, Albert; Villarreal, Amber; Crocker, Clarice  
**Subject:** RE: Event Application - Big Top Shopping Festival

We would require an Emergency Management Safety Plan and a plan for severe weather since this will be severe weather season.



**Donna Insixiengmay**  
**Emergency Management Specialist**  
[Donna.insixiengmay@waxahachiepd.org](mailto:Donna.insixiengmay@waxahachiepd.org)  
630 Farley Street  
Waxahachie, TX 75165  
Office (469) 309-4438

Do you know what to do? To find out more, visit: [www.knowwhat2Do.com](http://www.knowwhat2Do.com).

---

**From:** Bonner, Jami <jami.bonner@waxahachie.com>  
**Sent:** Tuesday, August 15, 2023 8:33 AM  
**To:** Boyd, Ricky <RBoyd@waxahachiefire.org>; Joe Bill Wiser <JWiser@waxahachiepd.org>; Griffith, Thomas <john.griffith@waxahachie.com>; Donna Insixiengmay <donna.insixiengmay@waxahachiepd.org>; Simpson, Anita <asimpson@waxahachie.com>; Borders, Amy <aborders@waxahachie.com>; Brooks, Shon <sbrooks@waxahachie.com>; Warren, Anthony <anthony.warren@waxahachie.com>; Jordan, Me'Lony <mjordan@waxahachie.com>; Martinez, Gumaro <gmartinez@waxahachie.com>; Cooper, Kyle <kyle.cooper@waxahachie.com>; Barnes, Bradley <bradley.barnes@waxahachie.com>; Campos, Yadira <ycampos@waxahachie.com>; Mosley, Laurie <lmosley@waxahachiecvb.com>; Dale Sigler <dsigler@waxahachiepd.org>; Massey, Matt <mmassey@waxahachie.com>; Gaertner, James <jgaertner@waxahachie.com>  
**Cc:** Scott, Michael <msscott@waxahachie.com>; Lawrence, Albert <alawrence@waxahachie.com>; Villarreal, Amber <avillarreal@waxahachie.com>; Crocker, Clarice <ccrocker@waxahachie.com>  
**Subject:** Event Application - Big Top Shopping Festival

Good morning,

Please find an event application for "Big Top Shopping Festival" to be held on April 20-21, 2024 attached. A few notes...

(5c)

Bonner, Jami

---

**From:** Villarreal, Amber  
**Sent:** Friday, September 1, 2023 10:42 AM  
**To:** Boyd, Ricky; Joe Bill Wiser; Griffith, Thomas; Donna Insixiengmay; Simpson, Anita; Borders, Amy; Warren, Anthony; Jordan, Me'Lony; Cooper, Kyle; Barnes, Bradley; Campos, Yadira; Mosley, Laurie; Dale Sigler; Massey, Matt; Mendez, Wally; Stoker, Justin  
**Cc:** Scott, Michael; Lawrence, Albert; Crocker, Clarice; Bonner, Jami; Gaertner, James; Brooks, Shon; Martinez, Gumaro  
**Subject:** RE: Event Application - Big Top Shopping Festival  
**Attachments:** WXD. Phase Map.pdf; EA2024.04.20-21 Big Top Shopping Festival.pdf

Good morning Team,

### Big Top Shopping Festival event application update.

Please see the applicant's responses in **red**. I have asked for clarification on Site Utility Pickup on Monday from 9am-3pm.

- Please clarify the date of event breakdown. The application indicates the event breakdown will take place from 5:00 pm – 10:00 pm on April 20<sup>th</sup> (Saturday), but the event dates are indicated as April 20<sup>th</sup> and 21<sup>st</sup>. **Breakdown will be Sunday, April 21<sup>st</sup> 2024 from 5:00pm-10:00pm for Exhibitors and Monday, April 22<sup>nd</sup> 2024 from 9:00am-3:00pm for Site Utility Pickup**
- The event footprint is larger than previously discussed with staff. We will need to try to minimize street closures. **Please see the attached map for our idea of phases. The 1<sup>st</sup> Phase is what was discussed between Laurie, Melissa and David. But we included additional phases for potential growth should it sell out.**
- Support letters are required from the Waxahachie Downtown Merchants Association (WDMA) and any space the applicant wishes to utilize that affects privately owned property (ex: privately owned parking lots). It may be beneficial to meet with Anita Simpson, Director of Downtown Development, to locate properties and contact information. Please secure the letters as soon as possible. The WDMA Board will need to vote before providing the letter. **We will ensure we get in touch with Anita ASAP.**
- A safety plan will be required by Emergency Management. **Understood, Is this something that you want us to submit now, or will this be later in the process?**
- The space on the site map indicated for the Kids Zone may be under construction at the time of the event. **We will work on a new location for the Kid Zone.**
- If approved by City Council, the applicant will be responsible for barricades, cones, traffic control, off-duty police, etc. **Understood. We have discussed with Laurie Mosley, and she will guide us to get these covered.**
- If approved by City Council, event setup cannot begin until after 5:00 pm on Friday, April 19<sup>th</sup>. **Understood.**

### Questions for City Staff:

- The applicant is requesting 2 City staff members and 4 volunteers on April 20<sup>th</sup> and April 21<sup>st</sup> from 9am-5pm. **Will staff agree/commit to that request and is that adequate staffing (similar to TCR attendance)?** I will confirm they will have event staff on-site as well.
- If they receive a letter of support from the Downtown Merchants Association, **does staff support street closures from Friday, April 19<sup>th</sup> at 5pm-Sunday, April 21<sup>st</sup> at 10pm?**

(5c)

- I will reiterate to the applicant that street closures cannot extend to Monday and organizers will be responsible for securing and paying for barricades, cones, and traffic control. ***Do we have a vendor they can contact to rent these?***
- We will provide the information for them to secure and pay for off-duty police/security. ***They are anticipating the same attendance as TCR, and will include alcohol, how many officers do they need to hire?***
- ***Do you have a vendor recommendation for them to rent portable toilets? Do you have a recommendation on the minimum number they need?***
- We will provide the contact information for dumpsters and trash receptacles rental from Waste Connections. ***Do you have a recommendation on the minimum number they need?***
- ***Will the event staff be responsible for managing trash receptacles and clean-up or will the City provide that?***

**The applicant didn't specify the quantity of many things on the application, only noting similar to TCR, so we are relying on staff to provide that information as well as any relevant information the applicant should know or provide. With that being said, I know the TCR planning team meets multiple times to execute a flawless event, is there any recommendation for this event to do the same?**

Thank you!

**Amber Villarreal, TRMC, CMC**

**City Secretary**

**City of Waxahachie**

Direct (469) 309-4006 | Fax (469) 309-4003 | PO Box 757, Waxahachie, Texas 75168

[www.waxahachie.com](http://www.waxahachie.com)

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**From: Bonner, Jami**

**Sent: Tuesday, August 15, 2023 8:33 AM**

**To:** Boyd, Ricky <RBoyd@waxahachiefire.org>; Joe Bill Wiser <JWiser@waxahachiepd.org>; Griffith, Thomas <john.griffith@waxahachie.com>; Donna Insixiengmay <donna.insixiengmay@waxahachiepd.org>; Simpson, Anita <asimpson@waxahachie.com>; Borders, Amy <aborders@waxahachie.com>; Brooks, Shon <sbrooks@waxahachie.com>; Warren, Anthony <anthony.warren@waxahachie.com>; Jordan, Me'Lony <mjordan@waxahachie.com>; Martinez, Gumaro <gmartinez@waxahachie.com>; Cooper, Kyle <kyle.cooper@waxahachie.com>; Barnes, Bradley <bradley.barnes@waxahachie.com>; Campos, Yadira <ycampos@waxahachie.com>; Mosley, Laurie <lmosley@waxahachiecvb.com>; Dale Sigler <dsigler@waxahachiepd.org>; Massey, Matt <mmassey@waxahachie.com>; Gaertner, James <jgaertner@waxahachie.com>

**Cc:** Scott, Michael <msscott@waxahachie.com>; Lawrence, Albert <alawrence@waxahachie.com>; Villarreal, Amber <avillarreal@waxahachie.com>; Crocker, Clarice <ccrocker@waxahachie.com>

**Subject:** Event Application - Big Top Shopping Festival

Good morning,

Please find an event application for "Big Top Shopping Festival" to be held on April 20-21, 2024 attached. A few notes...

(5c)

Villarreal, Amber

**From:** Boyd, Ricky  
**Sent:** Tuesday, September 5, 2023 1:25 PM  
**To:** Villarreal, Amber; Joe Bill Wiser; Griffith, Thomas; Donna Insixiengmay; Simpson, Anita; Borders, Amy; Warren, Anthony; Jordan, Me'Lony; Cooper, Kyle; Barnes, Bradley; Campos, Yadira; Mosley, Laurie; Dale Sigler; Massey, Matt; Mendez, Wally; Stoker, Justin  
**Cc:** Scott, Michael; Lawrence, Albert; Crocker, Clarice; Bonner, Jami; Gaertner, James; Brooks, Shon; Martinez, Gumaro  
**Subject:** RE: Event Application - Big Top Shopping Festival

With this potential size and scope, and with this being the first of this event, we would need to meet 3-4 times. Having said that, it is pretty hard to plan for something that has 1-3 phases as the needs from City staff would differ. For example, if it is Phase 1, our Off-Road and a medic may not be needed whereas for Phase 3 they would (which would cost overtime).

*Ricky Boyd, Fire Chief*

**Waxahachie Fire-Rescue**  
**214-463-9335**

**From:** Villarreal, Amber <avillarreal@waxahachie.com>  
**Sent:** Friday, September 1, 2023 10:42 AM  
**To:** Boyd, Ricky <RBoyd@waxahachiefire.org>; Joe Bill Wiser <JWiser@waxahachiepd.org>; Griffith, Thomas <john.griffith@waxahachie.com>; Donna Insixiengmay <donna.insixiengmay@waxahachiepd.org>; Simpson, Anita <asimpson@waxahachie.com>; Borders, Amy <aborders@waxahachie.com>; Warren, Anthony <anthony.warren@waxahachie.com>; Jordan, Me'Lony <mjordan@waxahachie.com>; Cooper, Kyle <kyle.cooper@waxahachie.com>; Barnes, Bradley <bradley.barnes@waxahachie.com>; Campos, Yadira <ycampos@waxahachie.com>; Mosley, Laurie <lmosley@waxahachiecvb.com>; Dale Sigler <dsigler@waxahachiepd.org>; Massey, Matt <mmassey@waxahachie.com>; Mendez, Wally <wmendez@waxahachie.com>; Stoker, Justin <justin.stoker@waxahachie.com>  
**Cc:** Scott, Michael <msscott@waxahachie.com>; Lawrence, Albert <alawrence@waxahachie.com>; Crocker, Clarice <ccrocker@waxahachie.com>; Bonner, Jami <jami.bonner@waxahachie.com>; Gaertner, James <jgaertner@waxahachie.com>; Brooks, Shon <sbrooks@waxahachie.com>; Martinez, Gumaro <gmartinez@waxahachie.com>  
**Subject:** RE: Event Application - Big Top Shopping Festival

Good morning Team,

**Big Top Shopping Festival event application update.**

Please see the applicant's responses in **red**. I have asked for clarification on Site Utility Pickup on Monday from 9am-3pm.

- Please clarify the date of event breakdown. The application indicates the event breakdown will take place from 5:00 pm – 10:00 pm on April 20<sup>th</sup> (Saturday), but the event dates are indicated as April 20<sup>th</sup> and 21<sup>st</sup>. **Breakdown will be Sunday, April 21<sup>st</sup> 2024 from 5:00pm-10:00pm for Exhibitors and Monday, April 22<sup>nd</sup> 2024 from 9:00am-3:00pm for Site Utility Pickup**
- The event footprint is larger than previously discussed with staff. We will need to try to minimize street closures. **Please see the attached map for our idea of phases. The 1<sup>st</sup> Phase is what was**

(5c)

**Villarreal, Amber**

---

**From:** Macy Thompson <Macy@bigtop.show>  
**Sent:** Tuesday, September 5, 2023 12:31 PM  
**To:** Villarreal, Amber  
**Subject:** RE: 4/20/2024 Waxahachie Downtown Application

Yes maam.

The Site Utility breakdown would be stage pickup, porta johns, dumpsters, etc breakdown and load out on Monday.

**Macy Thompson**  
Executive Assistant



**T:** 936-766-1453  
**E:** [Macy@bigtop.show](mailto:Macy@bigtop.show)  
**W:** [www.BigTop.show](http://www.BigTop.show)

3915 W Davis Street, 130-184 | Conroe, TX 77304

**Current Exhibitor opportunities and online registration at [www.bigtop.show/schedule](http://www.bigtop.show/schedule)**

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---

**From:** Villarreal, Amber <avillarreal@waxahachie.com>  
**Sent:** Thursday, August 31, 2023 4:47 PM  
**To:** Macy Thompson <Macy@bigtop.show>  
**Subject:** RE: 4/20/2024 Waxahachie Downtown Application

Macy,

Can you clarify what site utility pickup is on Monday, April 22<sup>nd</sup>?

Thank you,

**Amber Villarreal, TRMC, CMC**  
City Secretary  
City of Waxahachie


Direct (469) 309-4006 | Fax (469) 309-4003 | PO Box 757, Waxahachie, Texas 75168  
[www.waxahachie.com](http://www.waxahachie.com)



(5d)



## Memorandum

To: Honorable Mayor and City Council  
From: Joe Wiser, Chief of Police  
Thru: Michael Scott, City Manager   
Date: February 22, 2024  
Re: Resolution, First Responders Mental Health Program Grant  
Funding Year Two Application

---

The City of Waxahachie has made application with the Office of the Texas Governor to receive funding for a second year regarding the First Responders Mental Health Program. Funding for the program would be provided by the Victims of Crime Act, (VOCA).

If successful in the application process, year two funding would require a twenty percent (20%), match on behalf of the City of Waxahachie, for a total of \$25,500.00. Monies to fund the match would come from the General Fund unrestricted reserve and be included as a part of the FY25 Police Department Budget. Grant funding from the Governor's Office would be in the amount of \$102,000.00 for a total project cost of \$127,500.00.

The grant application also requires council's acceptance of the terms as detailed in the accompanying resolution for your consideration. If approved, and accepted by council, the resolution would be submitted along with the application requesting the funding.

Thank you for your consideration.

(5d)

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY OF WAXAHACHIE TO OPERATE THE “FIRST RESPONDERS MENTAL HEALTH PROGRAM” FOR THE FISCAL YEAR 2025**

**WHEREAS**, The City of Waxahachie finds it in the best interest of the citizens of Waxahachie, Texas that the First Responder Mental Health Program be operated for the 2024-2025 grant year and;

**WHEREAS**, The City of Waxahachie agrees to provide applicable matching funds for the said project by the VA-Victims of Crime Act Formula Grant Program grant application; and

**WHEREAS**, The City of Waxahachie agrees that in event of loss or misuse of the Office of the Governor funds, the City of Waxahachie assures that the funds will be returned to the Office of the Governor in full.

**WHEREAS**, The City of Waxahachie designates Albert Lawrence, Deputy City Manager as the grantee’s authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

**NOW THEREFORE, BE IT RESOLVED** that City of Waxahachie approves submission of the grant application for the First Responder Mental Health Program to the Office of the Governor.

Grant Number/Application: 4703002

**APPROVED** this 4<sup>th</sup> day of March, 2024.

**APPROVED:**

\_\_\_\_\_  
David Hill, Mayor

**ATTEST:**

\_\_\_\_\_  
Amber Villarreal, City Secretary



(8+9)

# Planning & Zoning Department Plat Staff Report

Case: SUB-20-2024



## MEETING DATE(S)

Planning & Zoning Commission:

February 27, 2024

City Council:

March 4, 2024

## CAPTION

**Consider** a request by Douglas Cooper, MMA Inc., for a **Plat** of Ridge Crossing Phase II, being 68.823 acres, located approximately 1,900 feet West of 528 Ovilla Road, situated in the William C. Tunnell Survey, Abstract 1080, an addition to the City of Waxahachie (Property ID: 191627) – Owner: JDS Ovilla Road LLC (SUB-20-2024) Staff: Zack King

## RECOMMENDED MOTION

*"I move to approve SUB-20-2024, a Plat of Ridge Crossing Phase II and the associated Petition for Relief Waiver, subject to the conditions the staff report, authorizing the Planning & Zoning Commissioner to sign the associated documents accordingly."*

## ACTION SINCE INITIAL STAFF REPORT

At the Planning & Zoning Commission meeting held on February 27, 2024, the Commission voted 4-0 to recommend approval of case number SUB-20-2024 and the associated Petition for Relief Waiver, subject to the conditions of the staff report.

## APPLICANT REQUEST

The applicant requests to plat the property for development of Phase II of the Ridge Crossing subdivision.

## CASE INFORMATION

**Applicant:**

Douglas Cooper, MMA Inc.

**Property Owner(s):**

JDS Ovilla Road LLC

**Site Acreage:**

68.823 acres

**Number of Lots:**

123 lots (115 Residential Lots and 8 Open Space Lots)

**Number of Dwelling Units:**

115 units

**Park Land Dedication:**

The applicant proposes a total of 28.244 acres of open space lots to serve as neighborhood park land, in conformance with the Ridge Crossing PD. Per the PD, a minimum 1,400 linear feet of eight (8) foot public hike and bike trail shall be provided along the open space lot on the Western edge of the property.

**Adequate Public Facilities:**

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

## SUBJECT PROPERTY

**General Location:**

Approximately 1,900 feet West of 528 Ovilla Road

**Parcel ID Number(s):**

191627

**Current Zoning:** Planned Development-Single Family-1 (PD-SF-3) – Ord. 3061

**Existing Use:** The subject property is currently undeveloped.

**Platting History:** The subject property is not currently platted.

**Site Aerial:**



### **PLANNING ANALYSIS**

The applicant proposes to plat the subject property for development of Phase II of the Ridge Crossing subdivision. Phase II of Ridge Crossing is proposed to include 115 single family residential lots and 8 open space lots. Each proposed residential lot is a minimum of 10,000 square feet in size. The proposed plat includes right-of-way (ROW) dedication for the extension of the 80' Boulder Lane Thoroughfare. The layout proposed plat adheres to the requirements Planned Development (Ord. 3061) and Site Plan (SP-76-2021) approved for the subject property.

As part of the review of the plat application, staff identified multiple errors that conflict with the requirements of the Waxahachie Subdivision Ordinance. These errors are required to be corrected prior to the filing of the plat. The correction of each error has been identified as a condition of approval in the staff recommendation section below.

### **Petition for Relief Waiver:**

The 2023 Waxahachie Thoroughfare Plan calls for an 80' north-south thoroughfare to be dedicated with Ridge Crossing Phase 2. However, the at the time of the Planned Development and Site Plan approval for Ridge Crossing, the Waxahachie Thoroughfare Plan called for this north-south thoroughfare to be 60' in width. As such, the applicant has submitted a Petition for Relief Waiver request to dedicate 60' of ROW for the north-south thoroughfare as opposed to 80'. Staff is supportive of this request due to the fact that the approved Sheppard's Place and Dominion Park subdivisions located south of the subject property have only dedicated 60' of ROW for the north-south thoroughfare. An 80' Thoroughfare is not warranted in this area and was upsized in error with the 2023 Thoroughfare Plan.

**RECOMMENDATION**

Based on the details provided in this Staff Report and the present status of the documents subject to the request, staff recommends approval of the Plat request with the conditions noted below.

**Conditions:**

1. Per Appendix B - Flood Damage Prevention, Article 3, Section B. of the Waxahachie Code of Ordinances, the finish floor elevation of the lots adjacent to the floodplain should be 2ft above the base flood elevation. Please label the FFE on the plat for these lots and label the associated BFE.
2. Per section 2.3 please show all proposed and existing easements. Confirm how is the storm water going to get to the creek from the subdivision and whether any drainage easements are necessary?
3. Per Section 2.3.a.1 of the Waxahachie Subdivision Ordinance, perform a title search to locate all easements on the property.
4. Per Section 2.3.a.1 of the Waxahachie Subdivision Ordinance, the plat is required to incorporate all easements on the property recorded through a separate instrument. There is an existing drainage easement and sanitary sewer easement that was just filed for phase one. Something needs to be provided to show it is being abandoned.
5. Per Section 2.4.c.1 of the Waxahachie Subdivision Ordinance, adjust the vicinity map to only reflect Phase II.
6. Per Section 2.4.c.3 of the Waxahachie Subdivision Ordinance, please ghost the property lines and easements for Ridge Crossing Phase I and remove the setback lines.
7. Per Section 2.4.c.4 of the Waxahachie Subdivision Ordinance, prior to plat filing, instrument numbers are required to be noted on the plat for all easements created by separate instrument.
8. Per section 2.4.c.4 of the Waxahachie Subdivision Ordinance, all proposed easements for the subdivision should be shown on the plat. Where is the wall maintenance easement going to be located?
9. Per Section 2.4.c.4 of the Waxahachie Subdivision Ordinance, only easements need to be shown on the plat, not build lines (setbacks). Remove setback lines from the lots on the plat. (Setbacks are determined by zoning, not the plat. The Standard Residential Lot Detail should be the only place you show a setback.)
10. Per Section 2.4.c.4 of the Waxahachie Subdivision Ordinance, prior to plat filing, instrument numbers are required to be noted on the plat for all easements created by separate instrument.
11. Per Section 2.4.c.4 of the Waxahachie Subdivision Ordinance, street name approval is required. Jade is an existing street name in Ellis County. Please provide an alternative street name. Please provide 2 alternative street names for consideration.
12. Per Section 2.4.c.4 of the Waxahachie Subdivision Ordinance, street name approval is required. The name of this street is established as Burrow Drive with the Sheppard's Place Subdivision to the south. Please provide 2 alternative street names for consideration.
13. Per Section 2.4.c.4 of the Waxahachie Subdivision Ordinance, street name approval is required. Nightingale is an existing street name in Ellis County. Please provide an alternative street name. Please provide 2 alternative street names for consideration.
14. Per Section 2.4.c.4 of the Waxahachie Subdivision Ordinance, street name approval is required. There is an existing Pinnacle Drive in Waxahachie. Please provide an alternative street name. Please provide 2 alternative street names for consideration.

Conditions (continued):

15. Per Section 2.4.c.4 of the Waxahachie Subdivision Ordinance, street name approval is required. We have a pending subdivision request called "Silverthorne". Please provide 2 alternative street names for consideration.
16. Per Section 2.4.c.23 of the Waxahachie Subdivision Ordinance, a correct title block is required to be provided. The case number for this plat is missing and must be added to the title block. The case number for this plat is "SUB-20-2024".
17. Per Section 2.4.c.25 of the Waxahachie Subdivision Ordinance, the missing instrument number in the Owner's Certificate is required to be added to the plat prior to filing.
18. Per Section 2.4.c.25 of the Waxahachie Subdivision Ordinance, if Michael Cox is acting as the signatory, only one line is needed here. You can remove the "Owner" line and update the second line to "Michael Cox, President - JDS Ovilla Road LLC".
19. Per Section 2.4.c.25 of the Waxahachie Subdivision Ordinance, print the name of the signatory - Michael Cox or updated signatory.
20. Note: Per Section 2.4.c.25 of the Waxahachie Subdivision Ordinance, a Notary Block is not required for the Surveyor. You may remove this block if desired.
21. Per Section 3.1.a of the Waxahachie Subdivision Ordinance, revise this street to adhere to the Waxahachie Thoroughfare Plan or provide a request for a Petition for Relief Waiver to staff in order to proceed with the 60' ROW. This thoroughfare is identified as an 80' ROW on the 2023 Waxahachie Thoroughfare Plan.
22. Per section 3.1.L of the Waxahachie Subdivision Ordinance, ensure no streets intersect at an angle less than 80 degrees.
23. Per Section 3.3.a of the Waxahachie Subdivision Ordinance, a 15' UE still needs to be provided with this X-lot along ROW frontage.
24. Per Section 3.6.c of the Waxahachie Subdivision Ordinance, label the width at the front build line for lots that do not meet the minimum 70' frontage requirement at the front property line. (This comment applies to lots on corners and knuckles.)
25. Per Section 4.3.c of the Waxahachie Subdivision Ordinance, Open Space Lots, Screening, and the Hike & Bike Trail must also be maintained by the HOA.
26. Per Section 4.3.d.1 of the Waxahachie Subdivision Ordinance, add a note stating the HOA will be responsible for the maintenance and operation of all common property (X-lots/Open Space Lots).
27. Per Section 4.4.b.2 of the Waxahachie Subdivision Ordinance, the provision for access to the 8' Hike & Bike Trail, required by Ordinance 3061, must be shown on the plat. Where will the 8' Hike & Bike Trail be located? As this will extend south into future communities, it should be located in an easement.
28. Per Section 5.7.a.1 of the Waxahachie Subdivision Ordinance, you need to leave space for an X-lot along the rear of Blocks 10 & 16 (Lot 1, Block 17 as well) in order to place the required enhanced landscaping along Boulder Lane.

**ATTACHED EXHIBITS**

1. Plat

**APPLICANT REQUIREMENTS**

1. If approved by City Council, the applicant shall provide the Planning Department one revised electronic plan set that addresses all conditions of approval.
2. Once the revised plans are provided, staff shall process this resubmittal within 15 days and either Approve, Approve with Conditions, or Disapprove the application.
  - a. If all conditions are satisfied and the application approved, the applicant shall provide five signed, paper hard-copies of the replat for filing.

**CITY REQUIREMENTS FOR PLAT RECORDING AND FILING**

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

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

**STAFF CONTACT INFORMATION**

*Prepared by:*

Zack King, AICP

Senior Planner

[zking@waxahachie.com](mailto:zking@waxahachie.com)

*Reviewed by:*

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

Senior Director of Planning

[jennifer.pruitt@waxahachie.com](mailto:jennifer.pruitt@waxahachie.com)



(8+9)







# Planning & Zoning Department

## Zoning Staff Report

**Case: ZDC-11-2024**



### MEETING DATE(S)

Planning & Zoning Commission: February 27, 2024  
City Council: March 4, 2024

### CAPTION

**Public Hearing** on a request by Stephen Mott, WISD, for a Specific Use Permit (SUP) for an Electronic Message Sign use within a General Retail (GR) zoning district located at 2999 W US Highway 287 Business, (Property ID: 180484) – Owner: Waxahachie ISD (ZDC-11-2024) Staff: Zack King

### RECOMMENDED MOTION

*"I move to approve ZDC-11-2024, a Specific Use Permit (SUP) request for an Electronic Message Sign, subject to the conditions the staff report."*

### ACTION SINCE INITIAL STAFF REPORT

At the Planning & Zoning Commission meeting held on February 27, 2024, the Commission voted 3-1 to recommend approval of case number ZDC-11-2024, subject to the conditions of the staff report.

### APPLICANT REQUEST

The applicant requests a Specific Use Permit (SUP) to allow for the installation of an Electronic Message Sign for the new Steam Elementary School.

### CASE INFORMATION

**Applicant:** Stephen Mott, WISD  
**Property Owner(s):** Waxahachie ISD  
**Site Acreage:** 66.948 acres  
**Current Zoning:** General Retail (GR)  
**Requested Zoning:** General Retail (GR) with SUP for an Electronic Message Sign

### SUBJECT PROPERTY

**General Location:** 2999 W US Highway 287 Business  
**Parcel ID Number(s):** 180484  
**Existing Use:** The Steam Elementary School is currently under construction on the subject property.  
**Development History:** A Plat (SUB-99-2023) for the subject property was approved in August of 2023. The Site Plan (SP-115-2023) for Steam Elementary was approved in October of 2023.

*Adjoining Zoning & Uses:*

Direction	Zoning	Current Use
North	Planned Development-Commercial (PD-C)	Waxahachie High School
East	Planned Development-Commercial (PD-C)	Waxahachie High School
South	N/A (ETJ)	Agricultural Land
West	N/A (ETJ)	Single Family Residences

*Future Land Use Plan:* Local Commercial

*Comprehensive Plan:* The local commercial placetype includes areas for restaurants, shops, grocery stores, offices, and personal service establishments. This placetype was incorporated to preserve the City's commercial corridors. Where appropriate, local commercial uses should be located at the intersection or frontage of major thoroughfares (60 feet or greater). The intensity of this placetype falls between neighborhood scale commercial and regional commercial. Local commercial will consist of a single or cluster of standalone office, retail or commercial buildings with an anchor. Local commercial uses should be interconnected with sidewalks to increase walkability. In addition, a shared open space comprised of a plaza or park is encouraged for multi-pad site developments.

*Thoroughfare Plan:* The subject property is accessible via W US Highway 287 Business.

*Site Image:***PLANNING ANALYSIS**

The applicant proposes a Specific Use Permit (SUP) to allow for the installation of an Electronic Message Sign for the new Steam Elementary School. The Steam Elementary School is currently under construction and is anticipated to open in August of 2024. The school has been funded as a result of the WISD Bond approved in 2023. At build-out, the school will support up to 800 students.

**PLANNING ANALYSIS (continued)**

The electronic message sign is proposed to be a total of 32 square feet in size with an 11 square-foot electronic message component. The sign is proposed to be setback 20' from the front property line and 45' from the edge of the Highway 287 Business pavement. Due to the topography of the site, the applicant is proposing a height of 9.5' for the sign; which exceeds the typical 8' maximum height requirement. The additional 1.5' of height is proposed because the elevation of the subject property is lower than the Highway 287 Business elevation. Even with the additional height, the proposed sign will only extend approximately 4' above the Highway 287 Business pavement.

Beyond the additional height, the design of the sign is identical to that of existing electronic message signs that have been previously approved by SUP for Waxahachie ISD at other school campuses.

**Table 1: Sign Regulation Chart**

*\*Items highlighted in **bold** are not consistent with the City of Waxahachie Zoning Ordinance*

<b>Electronic Message Sign (City of Waxahachie)</b>	<b>STEAM Elementary School</b>
Signage shall not be located within the public right-of-way.	The sign is <u>not</u> located in the public ROW
Changeable message copy signs may not be used to display commercial messages relating to products or services that are not offered on the premises.	The electronic message sign will only provide information regarding the school.
Signs shall have no flashing copy or lights; revolving beacon lights; chasing, blinking, or stroboscopic lights; or, fluttering, undulating, swinging, or otherwise moving parts	The proposed sign will only feature static content. The sign will not have flashing copy or lights; revolving beacon lights; chasing, blinking, or stroboscopic lights; or, fluttering, undulating, swinging, or otherwise moving parts.
Such signs shall not exceed a brightness level of 0.3-foot candles above ambient light. In all zoning districts such signs shall come equipped with automatic dimming technology, which automatically adjusts the sign's brightness based on ambient light.	The applicant has stated that the signs come with an automatic sensor that reduces the brightness of the sign at night.
Electronic Message Signs shall be restricted to the form of monument signs.	The proposed electronic message sign will be incorporated into a monument sign.
Max. Size= 80 sq. ft.	Proposed Size= 32 sq. ft.
<b>Max. Height= 8 ft.</b>	<b>Proposed Height= 9.5 ft. tall</b>
A maximum of seventy (70) percent of the sign face may be devoted to changeable sign copy.	Approximately 34.4% of the sign (11 sq. ft.) will be used as an electronic message board.
Setback= 15 ft. from public ROW	Proposed sign will be setback a minimum of 20 ft. from the public right-of-way and will be located outside of all easements on the subject property.

**PUBLIC NOTIFICATIONS**

To comply with State law contained in Local Government Code Chapter 211 and the City's public hearing notice requirements, 13 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.

**PUBLIC NOTIFICATIONS**

Staff has received no letters of support or opposition to the SUP request.

**RECOMMENDATION**

Based on the details provided in this Staff Report and the present status of the documents subject to the request, staff recommends approval of the SUP request subject to the conditions noted below.

**Conditions:**

1. The site plan shall conform as approved by the City Council under case number ZDC-11-2024.
2. The development shall adhere to the City Council approved in Exhibit A– Location Exhibit, Exhibit B – Site Plan, and Exhibit C – Electronic Message Sign Detail.
3. The maximum height for the sign shall not exceed 9’5”.
4. The maximum square footage for the sign face shall not exceed 32 sq. ft.
5. The sign shall be setback a minimum of 15 ft. from the public right-of-way and remain outside all easements.
6. A maximum of seventy (70) percent of the sign face may be devoted to changeable sign copy.
7. The sign shall not exceed a brightness level of 0.3-foot candles above ambient light. The sign shall come equipped with automatic dimming technology, which automatically adjusts the sign's brightness based on ambient light. At all times, the sign shall comply with the Waxahachie Lighting and Glare Standards found in Section 6.03 of the Waxahachie Zoning Ordinance.
8. The sign shall not be lit between the hours of 10 pm and 6 am.
9. The electronic message sign shall only provide information regarding the school, no commercial advertising shall be permitted.
10. 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.
11. If approved, the City Council shall have the right to review the Specific Use Permit after 12-months if needed.

**ATTACHED EXHIBITS**

1. SUP Ordinance
2. Exhibit A – Location Map
3. Exhibit B – Site Plan
4. Exhibit C – Electronic Message Sign Detail

**APPLICANT REQUIREMENTS**

1. If approved by City Council, the applicant can apply for building permits from the Building and Community Services Department.

**STAFF CONTACT INFORMATION***Prepared by:*

Zack King, AICP

Senior Planner

[zking@waxahachie.com](mailto:zking@waxahachie.com)

*Reviewed by:*

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

Senior Director of Planning

[jennifer.pruitt@waxahachie.com](mailto:jennifer.pruitt@waxahachie.com)

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AUTHORIZING A SPECIFIC USE PERMIT (SUP) TO PERMIT AN ELECTRONIC MESSAGE SIGN USE WITHIN A GENERAL RETAIL (GR) ZONING DISTRICT, LOCATED 2999 W US HIGHWAY 287 BUSINESS, BEING PROPERTY ID 180484, IN THE CITY OF WAXAHACHIE, ELLIS COUNTY, TEXAS, BEING 1, BLOCK A WILEMON STEAM ACADEMY ADDITION, 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**, the described property is classified in said ordinance and any amendments thereto as GR; and

**WHEREAS**, a proper application for a SUP has been made in accordance with the zoning ordinances in the City of Waxahachie and said application has been assigned case number ZDC-11-2024. Said application having been referred to the Planning and Zoning (P&Z) Commission was recommended by the P&Z Commission for approval and the issuance thereof; and

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

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

**NOW, THEREFORE**, this property is rezoned from GR to GR, with a SUP in order to permit an Electronic Message Sign use on the following property: Lot 1, Block A of the Wilemon Steam Academy addition, which is shown on Exhibit A, in accordance with the Site Plan attached as Exhibit B, and the Electronic Message Sign Detail attached as Exhibit C.

### **SPECIFIC USE PERMIT**

#### **Purpose and Intent**

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

Specific Use Permit

**FOR OPERATION OF A SPECIFIC USE PERMIT FOR AN ELECTRONIC MESSAGE SIGN USE WITHIN A GENERAL RETAIL (GR) ZONING DISTRICT;** the following standards and conditions are hereby established as part of this ordinance:

1. The site plan shall conform as approved by the City Council under case number ZDC-11-2024.
2. The development shall adhere to the City Council approved in Exhibit A- Location Exhibit, Exhibit B – Site Plan, and Exhibit C – Electronic Message Sign Detail.
3. The maximum height for the sign shall not exceed 9’5”.
4. The maximum square footage for the sign face shall not exceed 32 sq. ft.
5. The sign shall be setback a minimum of 15 ft. from the public right-of-way and remain outside all easements.
6. A maximum of seventy (70) percent of the sign face may be devoted to changeable sign copy.
7. The sign shall not exceed a brightness level of 0.3-foot candles above ambient light. The sign shall come equipped with automatic dimming technology, which automatically adjusts the sign's brightness based on ambient light. At all times, the sign shall comply with the Waxahachie Lighting and Glare Standards found in Section 6.03 of the Waxahachie Zoning Ordinance.
8. The sign shall not be lit between the hours of 10 pm and 6 am.
9. The electronic message sign shall only provide information regarding the school, no commercial advertising shall be permitted.
10. All improvements within the subject property will be subject to obtaining building permits from the City in accordance with the City’s applicable rules and regulations governing such permits.
11. The development shall maintain compliance with all Federal, State and Local regulations; including, but not necessarily limited to, all applicable standards and regulations of the City of Waxahachie Municipal Code and City of Waxahachie Zoning Ordinance.
12. Any zoning, land use requirement, or restriction not contained within this Zoning Ordinance, shall conform to those requirements and/or standards prescribed in Exhibits B – Site Plan and Exhibit C – Electronic Message Sign Detail. Where regulations are not specified in Exhibits B or C, or this Zoning Ordinance, the regulations of the General Retail (GR) Zoning District shall apply to this development.



13. If approved, the City Council shall have the right to review the Specific Use Permit after 12-months if needed.

Compliance

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

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

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

**PASSED, APPROVED AND ADOPTED** on this 4<sup>th</sup> day of March, 2024.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Secretary

(11)

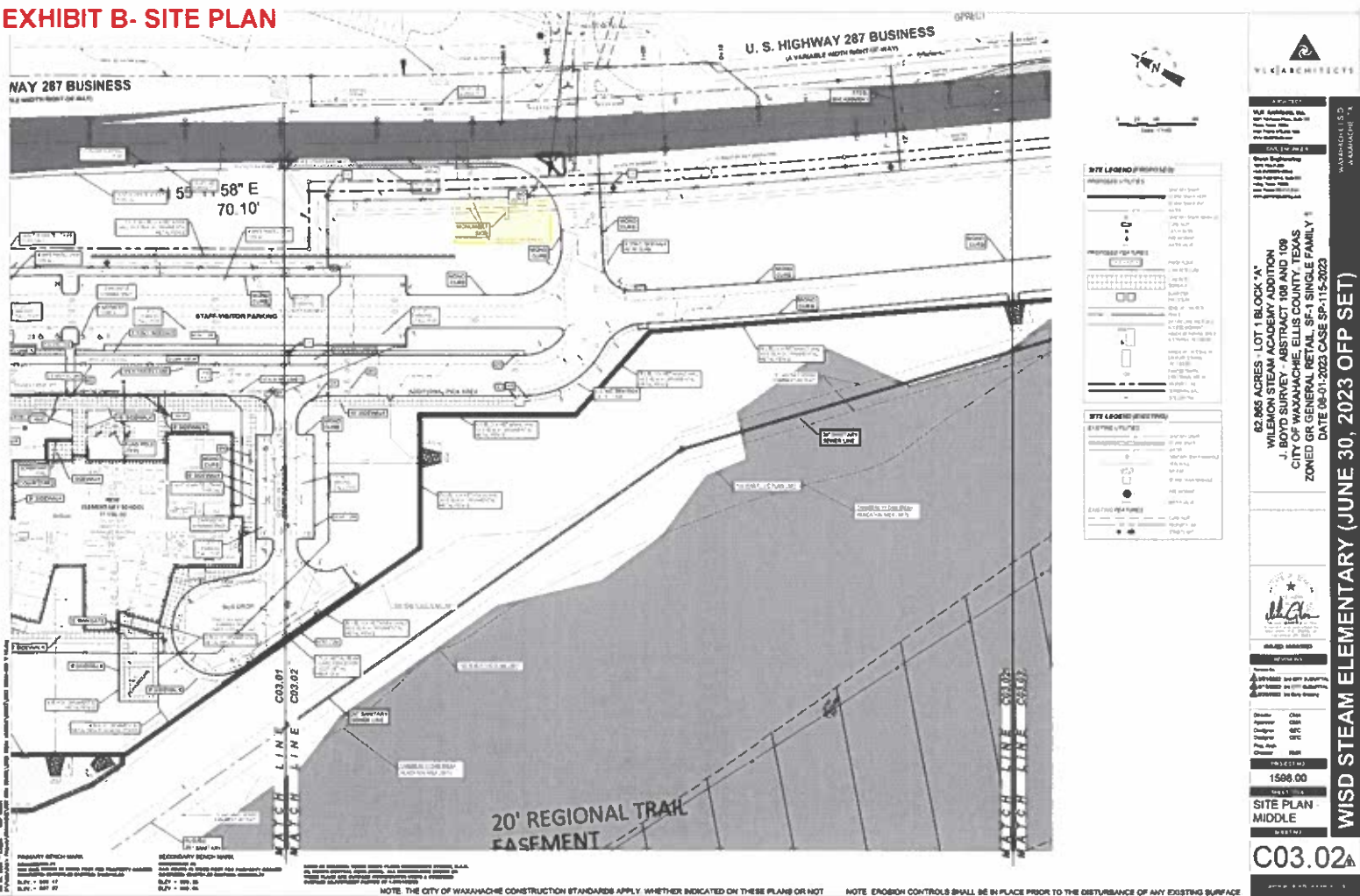






(11)

EXHIBIT B- SITE PLAN

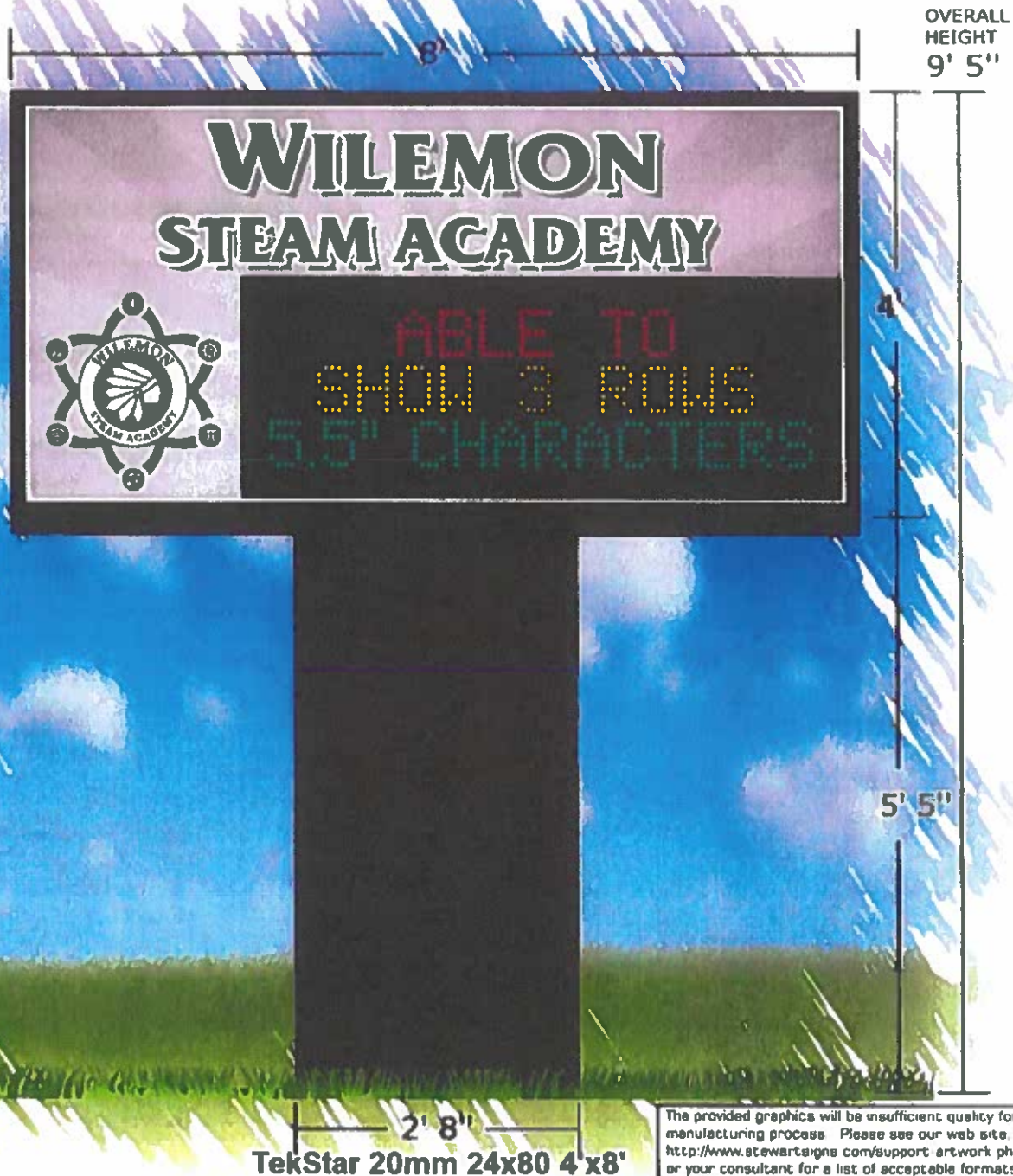


# EXHIBIT C - ELECTRONIC MESSAGE SIGN DETAIL

**signcommand**  
signcommand.com



(11)



Cabinet: 4' x 8'  
Mount: Pedestal Custom (5' 5" x 2' 8")

Cabinet Color: Black  
Face Color: White  
Line Color: Custom (2 68 20)

Outline Color: White  
Font: Friz Quadrata(b)  
Logos: greysunburst, wilemonsteamlogo, stewlo



Sketch #303344 Customer #1743292  
12/6/2023 BKlomp -PROPOSAL-

## ORIGINAL DESIGN DO NOT DUPLICATE

DUE TO THE PHYSICAL LIMITATIONS OF THE PAPER AND INK-BASED PRINTING PROCESS, THIS CUSTOM DRAWING IS NOT INTENDED TO PROVIDE AN EXACT MATCH BETWEEN THE VISIBLE PRINT ON THE PAPER OR ARTIST'S REPRODUCTION OF SUCH WORK. MANUFACTURING AND INSTALLATION OF THE PROPOSED SIGN MAY VARY FROM THE INFORMATION SHOWN HEREIN. DIMENSIONS OF FINAL PRODUCT MAY VARY. LED MESSAGE SHOWN ARE SUBJECT TO THE LED MESSAGE FREQUENCY AND VIEWING DISTANCE. A STEWAR SIGNS IS TO BE USED TO BE SIGNED TO BE SIGNED AT ALL TIMES. ALL DIMENSIONS ARE BASED OFF OF THE SIGN COMPONENTS. SKETCHES ARE BASED OFF OF THE SIGN COMPONENTS.

APPROVED AS SHOWN

X \_\_\_\_\_ DATE \_\_\_\_\_ 1 \_\_\_\_\_

APPROVED WITH LISTED CHANGES

X \_\_\_\_\_ DATE \_\_\_\_\_ 2 \_\_\_\_\_

X \_\_\_\_\_ DATE \_\_\_\_\_ 3 \_\_\_\_\_

# Planning & Zoning Department

## Zoning Staff Report

**Case: ZDC-12-2024**



### MEETING DATE(S)

*Planning & Zoning Commission:* February 27, 2024  
*City Council:* March 4, 2024

### CAPTION

**Public Hearing** on a request by Stephen Mott, WISD, for a Specific Use Permit (SUP) for an Electronic Message Sign use within a Planned Development (PD) zoning district located at 250 Saratoga Drive, (Property ID: 189842) – Owner: Waxahachie ISD (ZDC-12-2024) Staff: Zack King

### RECOMMENDED MOTION

*"I move to approve ZDC-12-2024, a Specific Use Permit (SUP) request for an Electronic Message Sign, subject to the conditions the staff report."*

### ACTION SINCE INITIAL STAFF REPORT

At the Planning & Zoning Commission meeting held on February 27, 2024, the Commission voted 4-0 to recommend approval of case number ZDC-12-2024, subject to the conditions of the staff report.

### APPLICANT REQUEST

The applicant requests a Specific Use Permit (SUP) to allow for the installation of an Electronic Message Sign for the new Jimmie Ray Elementary School.

### CASE INFORMATION

*Applicant:* Stephen Mott, WISD  
*Property Owner(s):* Waxahachie ISD  
*Site Acreage:* 14.0 acres  
*Current Zoning:* Planned Development (PD)  
*Requested Zoning:* Planned Development (PD) with SUP for an Electronic Message Sign

### SUBJECT PROPERTY

*General Location:* 250 Saratoga Drive  
*Parcel ID Number(s):* 189842  
*Existing Use:* The Jimmie Ray Elementary School is currently under construction on the subject property.  
*Development History:* A Plat (SUB-55-2021) for the subject property was filed in June of 2023. The Site Plan (SP-71-2023) for Jimmie Ray Elementary was approved in July of 2023.



**Adjoining Zoning & Uses:**

Direction	Zoning	Current Use
North	Planned Development (PD)	Undeveloped (Future Residences)
East	Planned Development-Single Family-1 (PD-SF-1)	Single Family Residences
South	Planned Development-Single Family-1 (PD-SF-1)	Single Family Residences
West	Planned Development (PD)	Undeveloped (Future Neighborhood Park)

**Future Land Use Plan:** Rural Estate

**Comprehensive Plan:** This placetype is characterized by large lots with single-family homes in rural settings away from the city center as well as public services. This type of development leaves ample amount of surrounding open space, and should involve minimal infrastructure investment. Though this placetype will almost exclusively be single family homes, it is to be expected that home-based businesses may thrive in this environment.

**Thoroughfare Plan:** The subject property is accessible via Saratoga Drive.

**Site Image:****PLANNING ANALYSIS**

The applicant proposes a Specific Use Permit (SUP) to allow for the installation of an Electronic Message Sign for the new Jimmie Ray Elementary School. The Jimmie Ray Elementary School is currently under construction and is anticipated to open in August of 2024. The school has been funded as a result of the WISD Bond approved in 2023. At build-out, the school will support up to 800 students.

The sign is proposed to be a total of 32 square feet in size with an 11 square foot electronic message component. The sign is proposed to be setback 15' from the front property line and approximately 37' from the edge of the Saratoga Drive pavement. The proposed sign will take the form of a monument sign standing at a maximum height of 7'6". The design of the sign is identical to that of existing electronic message signs that Waxahachie ISD has used at other school campuses. No variances from the requirements of the Waxahachie Sign Regulations are proposed.



**PLANNING ANALYSIS (continued)**

The electronic message sign is proposed to be located within 400' of existing residences and a neighborhood park. Due to this, the Waxahachie Zoning Ordinance requires the sign to not be illuminated between 10:00pm & 6:00pm. The sign will adhere to this requirement and will also be equipped with an automatic sensor to reduce the brightness of the sign in dark conditions.

**Table 1: Sign Regulation Chart**

*\*The proposed sign adheres to all requirements of the City of Waxahachie Zoning Ordinance.*

<b>Electronic Message Sign (City of Waxahachie)</b>	<b>Jimmie Ray Elementary School</b>
Signage shall not be located within the public right-of-way.	The sign is <u>not</u> located in the public ROW
Changeable message copy signs may not be used to display commercial messages relating to products or services that are not offered on the premises.	The electronic message sign will only provide information regarding the school.
Signs shall have no flashing copy or lights; revolving beacon lights; chasing, blinking, or stroboscopic lights; or, fluttering, undulating, swinging, or otherwise moving parts	The proposed sign will only feature static content. The sign will not have flashing copy or lights; revolving beacon lights; chasing, blinking, or stroboscopic lights; or, fluttering, undulating, swinging, or otherwise moving parts.
Such signs shall not exceed a brightness level of 0.3-foot candles above ambient light. In all zoning districts such signs shall come equipped with automatic dimming technology, which automatically adjusts the sign's brightness based on ambient light.	The applicant has stated that the signs come with an automatic sensor that reduces the brightness of the sign at night.
Any electronic message signs that are illuminated by artificial light or projects an electronic message through a changeable copy sign that is within 400 feet of a residence, park, playground, or scenic area as designated by a governmental agency having such authority shall not be lighted between the hours of 10:00 p.m. and 6:00 a.m.	The sign shall not be illuminated between the hours of 10 pm – 6am.
Electronic Message Signs shall be restricted to the form of monument signs.	The proposed electronic message sign will be incorporated into a monument sign.
Max. Size= 80 sq. ft.	Proposed Size= 32 sq. ft.
Max. Height= 8 ft.	Proposed Height= 7'6" ft. tall
A maximum of seventy (70) percent of the sign face may be devoted to changeable sign copy.	Approximately 34.4% of the sign (11 sq. ft.) will be used as an electronic message board.
Setback= 15 ft. from public ROW	Proposed sign will be setback a minimum of 15 ft. from the public right-of-way and will be located outside of all easements on the subject property.

**PUBLIC NOTIFICATIONS**

To comply with State law contained in Local Government Code Chapter 211 and the City's public hearing notice requirements, 26 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.

**PUBLIC NOTIFICATIONS**

Staff has received one (1) letter of opposition and no letters of support for the SUP request.

**RECOMMENDATION**

Based on the details provided in this Staff Report and the present status of the documents subject to the request, staff recommends approval of the SUP request subject to the conditions noted below.

**Conditions:**

1. The site plan shall conform as approved by the City Council under case number ZDC-12-2024.
2. The development shall adhere to the City Council approved in Exhibit A- Location Exhibit, Exhibit B – Site Layout Plan, and Exhibit C – Sign Rendering.
3. The maximum height for the sign shall not exceed 8 ft.
4. The maximum square footage for the sign face shall not exceed 32 sq. ft.
5. The sign shall be setback a minimum of 15 ft. from the public right-of-way and remain outside all easements.
6. A maximum of seventy (70) percent of the sign face may be devoted to changeable sign copy.
7. The sign shall not exceed a brightness level of 0.3-foot candles above ambient light. The sign shall come equipped with automatic dimming technology, which automatically adjusts the sign's brightness based on ambient light. At all times, the sign shall comply with the Waxahachie Lighting and Glare Standards found in Section 6.03 of the Waxahachie Zoning Ordinance.
8. The sign shall not be lit between the hours of 10 pm and 6 am.
9. The electronic message sign shall only provide information regarding the school, no commercial advertising shall be permitted.
10. 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.
11. If approved, the City Council shall have the right to review the Specific Use Permit after 12-months if needed.

**ATTACHED EXHIBITS**

1. Public Notification Response Letter
2. SUP Ordinance
3. Exhibit A – Location Map
4. Exhibit B – Site Plan
5. Exhibit C – Electronic Message Sign Detail

**APPLICANT REQUIREMENTS**

1. If approved by City Council, the applicant can apply for building permits from the Building and Community Services Department.

**STAFF CONTACT INFORMATION*****Prepared by:***

Zack King, AICP  
Senior Planner  
[zking@waxahachie.com](mailto:zking@waxahachie.com)

***Reviewed by:***

Jennifer Pruitt, AICP, LEED-AP, CNU-A  
Senior Director of Planning  
[jennifer.pruitt@waxahachie.com](mailto:jennifer.pruitt@waxahachie.com)



(12)

City of Waxahachie, Texas  
Notice of Public Hearing  
Case Number: **ZDC-12-2024**

SPANIEL JAMES & BECKY  
211 ARABIAN RD  
WAXAHACHIE, TX 75165

The Waxahachie Planning & Zoning Commission will hold a Public Hearing on Tuesday, February 27, 2024 at 7:00 p.m. and the Waxahachie City Council will hold a Public Hearing on Monday, March 4, 2024 at 7:00 p.m. in Meeting Rooms A & B at the Waxahachie Civic Center, 2000 Civic Center Ln, Waxahachie, Texas to consider the following:

Request by Stephen Mott, WISD, for a **Specific Use Permit (SUP)** for an Electronic Message Sign use within a Planned Development (PD) zoning district located at 250 Saratoga Drive, (Property ID: 189842) – Owner: Waxahachie ISD (ZDC-12-2024) Staff: Zack King

You received this notice because your property is within the area of notification as required by law. As an interested party you are welcome to make your views known by attending the hearings. If you cannot attend the hearings, you may express your views by filling in and returning the bottom portion of this notice. Please contact the Planning Department at (469) 309-4290 or via email: [Planning@Waxahachie.com](mailto:Planning@Waxahachie.com) for additional information on this request.

Case Number: **ZDC-12-2024**

City Reference: 240870

Your response to this notification is optional. If you choose to respond, please return this form by 5:00 P.M. on **February 21, 2024** to ensure inclusion in the Agenda Packet. Forms can be e-mailed to [Planning@Waxahachie.com](mailto:Planning@Waxahachie.com) or you may drop off/mail your form to City of Waxahachie, Attention: Planning, 408 South Rogers Street, Waxahachie, TX 75165.

☐ SUPPORT

☒ OPPOSE

Comments:

Rebecca Spaniel  
Signature

Rebecca Spaniel  
Printed Name and Title

02/16/2024  
Date

211 Arabian Rd  
Address waxahachie 75165

*It is a crime to knowingly submit a false zoning reply form. (Texas Penal Code 37.10)*

*If you are not the addressee at the top of this form, but would like to submit a response, please contact the City for a blank form.*

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AUTHORIZING A SPECIFIC USE PERMIT (SUP) TO PERMIT AN ELECTRONIC MESSAGE SIGN USE WITHIN A PLANNED DEVELOPMENT-1-COMMERCIAL (PD) ZONING DISTRICT, LOCATED 250 SARATOGA DRIVE, BEING PROPERTY ID 189842, IN THE CITY OF WAXAHACHIE, ELLIS COUNTY, TEXAS, BEING LOT 1, BLOCK A IN THE WISD – ELEMENTARY SCHOOL NO. 10 ADDITION, 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**, the described property is classified in said ordinance and any amendments thereto as PD; and

**WHEREAS**, a proper application for a SUP has been made in accordance with the zoning ordinances in the City of Waxahachie and said application has been assigned case number ZDC-12-2024. Said application having been referred to the Planning and Zoning (P&Z) Commission was recommended by the P&Z Commission for approval and the issuance thereof; and

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

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

**NOW, THEREFORE**, this property is rezoned from PD to PD, with a SUP in order to permit an Electronic Message Sign use on the following property: Lot 1, Block A of the WISD – Elementary School No. 10 addition, which is shown on Exhibit A, in accordance with the Site Plan attached as Exhibit B, and the Electronic Message Sign Detail attached as Exhibit C.

#### **SPECIFIC USE PERMIT**

##### **Purpose and Intent**

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

Specific Use Permit

**FOR OPERATION OF A SPECIFIC USE PERMIT FOR AN ELECTRONIC MESSAGE SIGN USE WITHIN A PLANNED DEVELOPMENT (PD) ZONING DISTRICT;** the following standards and conditions are hereby established as part of this ordinance:

1. The site plan shall conform as approved by the City Council under case number ZDC-12-2024.
2. The development shall adhere to the City Council approved in Exhibit A- Location Map, Exhibit B – Site Plan, and Exhibit C – Electronic Message Sign Detail.
3. The maximum height for the sign shall not exceed 8’.
4. The maximum square footage for the sign face shall not exceed 32 sq. ft.
5. The sign shall be setback a minimum of 15 ft. from the public right-of-way and remain outside all easements.
6. A maximum of seventy (70) percent of the sign face may be devoted to changeable sign copy.
7. The sign shall not exceed a brightness level of 0.3-foot candles above ambient light. The sign shall come equipped with automatic dimming technology, which automatically adjusts the sign's brightness based on ambient light. At all times, the sign shall comply with the Waxahachie Lighting and Glare Standards found in Section 6.03 of the Waxahachie Zoning Ordinance.
8. The sign shall not be lit between the hours of 10 pm and 6 am.
9. The electronic message sign shall only provide information regarding the school, no commercial advertising shall be permitted.
10. All improvements within the subject property will be subject to obtaining building permits from the City in accordance with the City’s applicable rules and regulations governing such permits.
11. The development shall maintain compliance with all Federal, State and Local regulations; including, but not necessarily limited to, all applicable standards and regulations of the City of Waxahachie Municipal Code and City of Waxahachie Zoning Ordinance.
12. Any zoning, land use requirement, or restriction not contained within this Zoning Ordinance, shall conform to those requirements and/or standards prescribed in Exhibits B – Site Plan and Exhibit C – Electronic Message Sign Detail. Where regulations are not specified in Exhibits B or C, or this Zoning Ordinance, the regulations of the Planned Development (PD) Zoning District (Ordinance 2302) shall apply to this development.

13. If approved, the City Council shall have the right to review the Specific Use Permit after 12-months if needed.

Compliance

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

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

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

**PASSED, APPROVED AND ADOPTED** on this 4<sup>th</sup> day of March, 2024.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Secretary

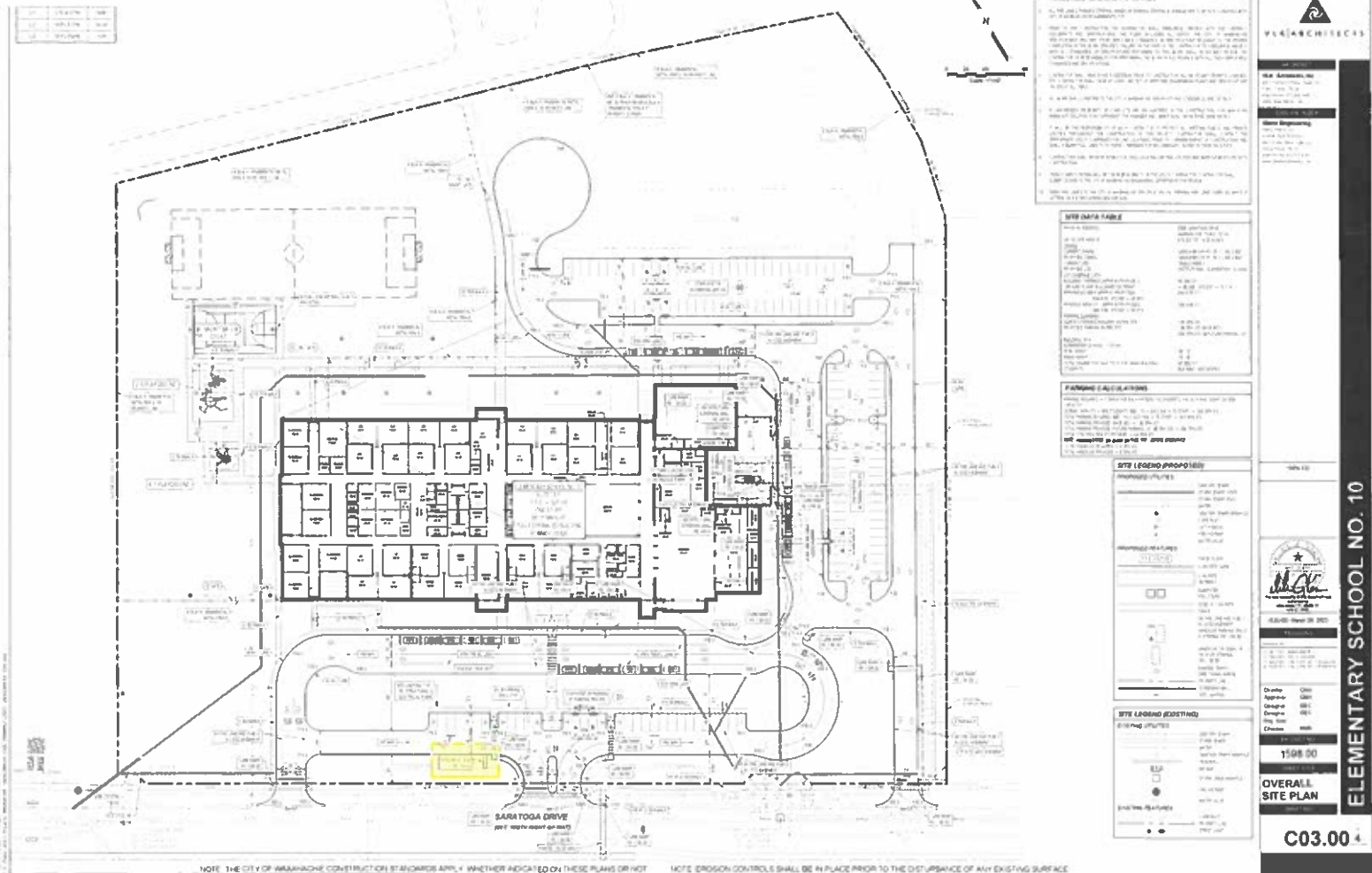
(13)

EXHIBIT A - LOCATION MAP





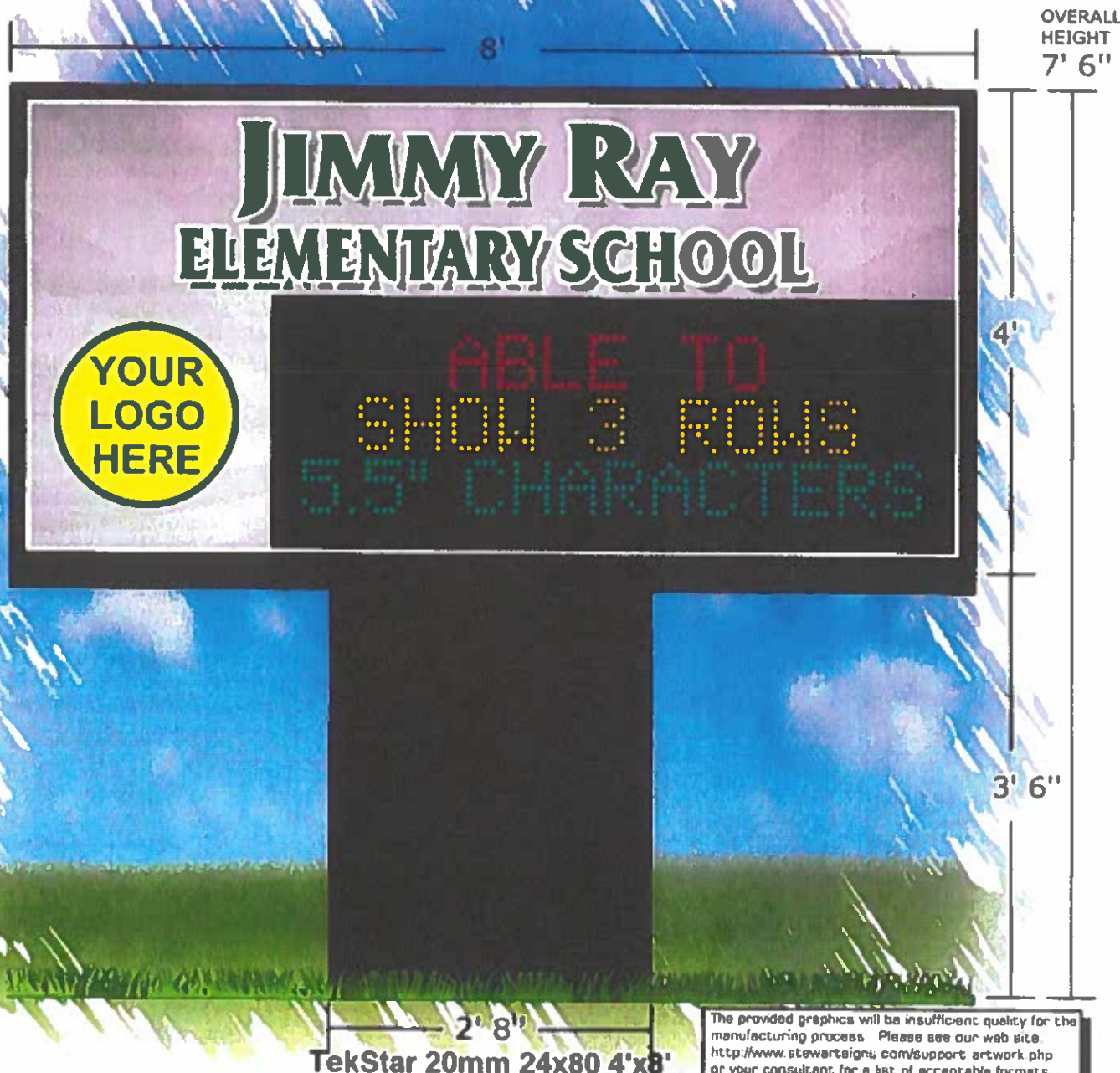
## EXHIBIT B- SITE PLAN



# EXHIBIT C - ELECTRONIC MESSAGE SIGN DETAIL

(13)

**SignCommand**  
signcommand.com



Cabinet: 4' x 8'  
Mount: Pedestal

Cabinet Color: Black  
Face Color: White  
Line Color: Custom (2 68 20)

Outline Color: White  
Font: Friz Quadrata(b)  
Logos: greysunburst, stewlogonew2020, 50years

**Stewart Signs**  
ONE SIGN ONE COMPANY

Sketch #303350 Customer #3192584  
12/6/2023 BKlomp -PROPOSAL-

## ORIGINAL DESIGN Do NOT DUPLICATE

DUE TO THE PHYSICAL LIMITATIONS OF THE PAPER AND INK BASED PRINTING PROCESS, THIS CUSTOM ARTWORK IS NOT INTENDED TO PROVIDE AN EXACT MATCH TO THE FINAL PRODUCT. ANY COLOR DIFFERENCES SHOWN ARE APPROXIMATIONS. DIMENSIONS OF FINAL PRODUCT MAY VARY. LED IMAGES SHOWN ARE SIMULATED TO BE SHOWN FROM A DISTANCE. A DISTANCE OF 10 FEET IS ASSUMED. ALL DIMENSIONS ARE BASED ON THE INFORMATION PROVIDED. ALL DIMENSIONS ARE BASED ON THE INFORMATION PROVIDED. ALL DIMENSIONS ARE BASED ON THE INFORMATION PROVIDED.

APPROVED AS SHOWN

X \_\_\_\_\_ DATE \_\_\_\_\_ 1. \_\_\_\_\_

APPROVED WITH LISTED CHANGES

X \_\_\_\_\_ DATE \_\_\_\_\_ 2. \_\_\_\_\_

X \_\_\_\_\_ DATE \_\_\_\_\_ 3. \_\_\_\_\_

## RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WAXAHACHIE, TEXAS, APPROVING THE CREATION OF A PUBLIC IMPROVEMENT DISTRICT AND ORDERING PUBLIC IMPROVEMENTS TO BE MADE FOR THE BENEFIT OF SUCH DISTRICT; APPROVING A REIMBURSEMENT AGREEMENT; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND CONTAINING OTHER MATTERS RELATING TO THE SUBJECT.**

**WHEREAS**, the City of Waxahachie, Texas (the “*City*”) is authorized by Chapter 372, Texas Local Government Code, as amended (the “*Act*”) to create a public improvement district and to levy special assessments against property within the district to pay the costs of public improvement projects that confer a special benefit on property within the district;

**WHEREAS**, on or before January 23, 2024, there was submitted to and filed with the City Secretary of the City (the “*City Secretary*”) pursuant to the Act that certain “Petition to Establish Haven Ranch Public Improvement District” (the “*Petition*”) requesting the establishment of a public improvement district covering approximately 1,229.530 acres located within the City’s extraterritorial jurisdiction described in the Petition and Exhibit B attached hereto, and to be known as “Haven Ranch Public Improvement District” (the “*District*”);

**WHEREAS**, the City Council of the City (the “*City Council*”) received the Petition and determined that it satisfied the requirements of the Act;

**WHEREAS**, after providing the notices required by Section 372.009 of the Act and by the Texas Open Meetings Act, Chapter 551, Texas Government Code, as amended (the “*Open Meetings Act*”), on March 4, 2024 the City Council opened, conducted and closed a public hearing to determine the advisability of creating and establishing the District and undertaking the public improvement projects described in the Petition;

**WHEREAS**, all owners of property located within the District and all other interested persons were given the opportunity at such public hearing to speak for or against the creation of the District and the proposed public improvements; and

**WHEREAS**, the City Council has made findings based on the information contained in the Petition presented to the City Council and the comments received at the public hearing.

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

**SECTION 1:** The City Council hereby approves the statements contained in the preamble of this Resolution and finds that all statements are true and correct and incorporate the same in the body of this Resolution.

**SECTION 2:** The City Council, after considering the Petition and the evidence and testimony presented at the public hearing, hereby finds and determines that:

(a) the Petition was filed with the City Secretary and was signed by owners of taxable real property representing more than 50 percent of the appraised value of taxable real property liable for assessment under the proposal, as determined by the current appraisal roll of the appraisal district in which the property is located, and by the record owners of real property liable for assessment under the proposal who: (i) constitute more than 50 percent of all record owners of property that is liable for assessment under this proposal; or (ii) owns taxable real property that constitutes more than 50 percent of the area of all taxable real property that is liable for assessment under the proposal;

(b) the proposed public improvements described in the Petition are of the nature of the public improvements described in Section 372.003 of the Act and are advisable and desirable improvements for the District;

(c) the proposed public improvements will promote the interests of the City and are of the nature that will confer a special benefit on all property within the District by enhancing the value of such property located within the District;

(d) the nature of the proposed improvements and estimated costs thereof are set forth and described in Exhibit A attached hereto and made a part hereof for all purposes;

(e) the boundaries of the District include all of the property that is set forth and described in Exhibit B attached hereto and made a part hereof for all purposes;

(f) the assessment of costs of the proposed public improvements will be levied on each parcel of property within the District in a manner that results in imposing equal shares of the costs on property similarly benefitted;

(g) the costs of the improvements shall be apportioned between the District and City such that all such costs are paid from the assessments levied on the property within the District and other sources available to the owners and developers of the property within the District, as further described in Exhibit A;

(h) the management of the District will be by the City with the assistance of a third-party administrator and other consultants hired by the City and paid as part of the annual administrative cost of the District; and

(i) the District shall be managed without the creation of an advisory body.

**SECTION 3:** Based on the foregoing, Haven Ranch Public Improvement District is hereby created, and the public improvements described in Exhibit A are authorized to be made in accordance with the service and assessment plan to be approved by the City Council.

**SECTION 4:** Not later than the seventh day after the date of the adoption of this Resolution, City staff is hereby authorized and directed to file a copy of this Resolution creating the District with the county clerk of each county in which all or a part of the District is located.

**SECTION 5:** The Reimbursement Agreement – Haven Ranch Public Improvement District is hereby authorized and approved in substantially the form and substance submitted to the Council at the meeting at which this Ordinance is adopted, and the Mayor and the City Manager of the City are each hereby authorized and directed to execute and deliver such Reimbursement Agreement with such changes as may be required to

carry out the purpose of this Resolution and approved by the Mayor or the City Manager, as applicable, such approval to be evidenced by the execution thereof.

**SECTION 6:** If any section, article, paragraph, sentence, clause, phrase or word in this resolution or application thereof to any persons or circumstances is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this resolution; and the City Council hereby declares it would have passed such remaining portions of the resolution despite such invalidity, which remaining portions shall remain in full force and effect.

**SECTION 7:** The authorization of the District pursuant to this resolution shall take effect upon the date this Resolution is adopted.

*[Remainder of page left blank intentionally.]*

(14)

**PASSED AND APPROVED** by the City Council of the City of Waxahachie, Texas, on the 4th day of March, 2024.

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David Hill, Mayor

**ATTEST:**

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Amber Villarreal, City Secretary

**APPROVED AS TO FORM:**

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Terrence S. Welch, City Attorney

**EXHIBIT A****Proposed Improvements and Estimated Costs**

The general nature of the proposed public improvements to be provided by the District, in phases, are (a) acquisition, construction and improvements, and maintenance of the improvements, consisting of (1) landscaping; (2) distinctive lighting, and signs; (3) acquiring, constructing, improving, widening, narrowing, closing, or rerouting of sidewalks or of streets, any other roadways, or their rights-of-way, including related landscaping, lighting, traffic control devices, screening walls and retaining walls; (4) acquisition and installation of pieces of art; (5) acquisition, construction, or improvement of off-street parking facilities; (6) acquisition, construction, or improvement of water, wastewater, or drainage facilities or improvements; (7) the establishment or improvement of parks; (8) projects similar to those listed in (1)-(7); (9) acquisition, by purchase or otherwise, of real property or contract rights in connection with an authorized improvement; (10) special supplemental and maintenance services for improvement and promotion of the district, including services relating to advertising, promotion, health and sanitation, water and wastewater, roadways, public safety, security, business recruitment, development, recreation, and cultural enhancement (collectively, the "Authorized Improvements"); and (b) the payment of expenses incurred in the establishment, administration, and operation of the District, including maintenance costs, and payment of costs of financing the public improvements, including costs of issuance, funding debt service and capitalized interest reserves and credit enhancement fees of any bonds issued by or on behalf of the District, if necessary.

The estimated cost to design, acquire and construct the Authorized Improvements, together with bond issuance costs, eligible legal and financial fees, eligible credit enhancement costs and eligible costs incurred in establishment, administration and operation of the District is \$230,000,000. The City will pay none of the costs of the Authorized Improvements. The costs of the proposed Authorized Improvements not paid through assessments against the property in the District, if any, will be paid from sources other than the City or assessments of property owners.



**EXHIBIT B****Boundaries of the District**

**BEING** a tract of land situated in the William Stewart Survey, Abstract No. 956, the James Young Survey, Abstract No. 1199, the Norman H. Whittenberg Survey, Abstract No. 1128, the Ellis County School Land Survey, Abstract No. 328, the Simon C. White Survey, Abstract No. 1250, the Simon C. White Survey, Abstract No. 1251, the James Riggs Survey, Abstract No. 923, the John R. Lansford Survey, Abstract No. 635, the William Baskins Survey, Abstract No. 1128, and the P.T.I. Co. Survey, Abstract No. 1238, City of Waxahachie, Ellis County, Texas, and being all of a called 456.928 acre tract of land designated as "Tract 1," all of a called 420.642 acre tract of land designated as "Tract 2," all of a called 50.011 acre tract of land designated as "Tract 3," all of a called 107.789 acre tract of land designated as "Tract 4," all of a called 76.653 acre tract of land designated as "Tract 5," all of a called 104.099 acre tract of land designated as "Tract 7," and all of a called 0.169 acre tract of land designated as "Tract 8" in a Special Warranty Deed to GRBK Edgewood LLC, recorded in Instrument No. 2202337, Official Public Records, Ellis County, Texas (O.P.R.E.C.T.), and being all of Lots 1 through 4, Harrington Acres No. 2, an addition to Ellis County, Texas, according to the plat thereof recorded in Cabinet H, Slide 317, Plat Records, Ellis County, Texas (P.R.E.C.T.), and designated as "Tract 6" in said Special Warranty Deed to GRBK Edgewood LLC, and being all of Lot 3, Block A, Crystal Hills, an addition to the City of Waxahachie, Ellis County, Texas, according to the plat thereof recorded in Cabinet H, Slide 798, P.R.E.C.T., and designated as "Tract 9" in said Special Warranty Deed to GRBK Edgewood LLC, and being more particularly described as follows:

**BEGINNING** at a 1/2" iron rod found at the most southerly corner of said 0.169 acre tract, and being at the most southerly southeast corner of a called 30.962 acre tract of land described in a Warranty Deed to Louis B. Gillespie and wife, Linda L. Gillespie, recorded in Volume 1460, Page 909, O.P.R.E.C.T., and being in the north line of a called 140.0321 acre tract of land described in a Warranty Deed to Patman Farms, recorded in Volume 1633, Page 20, O.P.R.E.C.T., and being in the approximate centerline of Haven Road (a variable width prescriptive right-of-way);

**THENCE** North 15°22'53" East, with the common line of said 0.169 acre tract and said 30.962 acre tract, and along said Haven Road, a distance of 171.32 feet to a 1/2" iron rod with yellow plastic cap stamped "RPLS 4466" found at the most northerly corner of said 0.169 acre tract, being at a southeasterly corner of said 30.962 acre tract, and being in the southwest line of said 104.099 acre tract;

**THENCE** North 30°57'40" West, with the common line of said 104.099 acre tract and said 30.962 acre tract, and continuing along said Haven Road, a distance of 18.46 feet to a disturbed 1/2" iron rod found at the northwest corner of said 104.099 acre tract, and being at an interior corner of said 30.962 acre tract;

**THENCE** North 58°35'56" East, continuing with the common line of said 104.099 acre tract and said 30.962 acre tract, and continuing along said Haven Road, passing at a distance of 441.13 feet, a 1/2" iron rod found at the southeast corner of said 30.962 acre tract, same being the most westerly southwest corner of a called 37.3328 acre tract of land described in a Warranty Deed to Doug and Lisa Maynard, recorded in Volume 2741, Page 322, O.P.R.E.C.T., and continuing with the northwest line of said 104.099, the northwest line of the aforementioned 456.928 acre tract, and the southeast line of said 37.3328 acre tract, and the southeast line of a called 1.9886 acre tract of land described in a Deed to Doug Owen Maynard and Lisa A. Maynard, recorded in Volume 1175, Page 1035, O.P.R.E.C.T., and along said Haven Road, for a total distance of 1,299.55 feet to a 1/2" iron rod found at the southeast corner of said 1.9886 acre tract, a southwesterly interior corner of said 37.3328 acre tract, and being at a northerly reentrant corner of said 456.928 acre tract;

**THENCE** with the northwesterly lines of said 456.928 acre tract, the following courses and distances:

South 31°13'30" East, a distance of 128.61 feet to a 1/2" iron rod found for corner;

North 59°42'18" East, a distance of 134.06 feet to a disturbed 3/8" iron rod found for corner;

North 26°16'31" East, a distance of 721.94 feet to a 5/8" iron rod with yellow plastic cap stamped "Peloton" found for corner;

North 20°23'23" East, a distance of 502.03 feet to a 5/8" iron rod with yellow plastic cap stamped "Peloton" found for corner;

North 24°07'47" East, a distance of 547.11 feet to a railroad spike found at the northeast corner of the aforementioned 37.3328 acre tract, and being at the common southerly corner of Lot 22 and Lot 23, Lake Shore Acres, an addition to Ellis County, Texas, according to the plat thereof recorded in Cabinet H, Slide 620, P.R.E.C.T.;

**THENCE** North 24°55'40" East, with the southeasterly line of said Lake Shore Acres, passing at a distance of 422.02 feet, a 1/2" iron rod found at the recognized common southerly corner of Lot 18 and Lot 17 of said Lake Shore Acres, and continuing with said southeasterly line for a total distance of 627.70 feet to a 5/8" iron rod with red plastic cap stamped "KHA" set at the recognized common southerly corner of Lot 16 and Lot 15 of said Lake Shore Acres;

**THENCE** North 72°37'54" East, continuing with said southeasterly line, passing at a distance of 375.18 feet, a railroad spike found at the recognized common southerly corner of Lot 11 and Lot 10 of said Lake Shore Acres, and continuing with said southeasterly line for a total distance of 574.61 feet to the southeast corner of Lot 9 of said Lake Shore Acres and the most northerly corner of said 456.928 acre tract, and being in the westerly line of Lake Waxahachie at the northwest corner of a called 6.804 acre tract of land designated as the "Third Tract" in a Deed to Ellis County Water Control and Improvement District No. One, recorded in Volume 452, Page 572, Deed Records, Ellis County, Texas, from which a 5/8" iron rod with yellow plastic cap stamped "Peloton" found bears North 02°48'12" East, a distance of 8.52 feet;

**THENCE** with the common line of said 456.928 acre tract, the aforementioned 50.011 acre tract, and said 6.804 acre tract, the following courses and distances:

South 02°48'12" West, a distance of 548.29 feet to a 5/8" iron rod found for corner;

South 89°16'51" East, a distance of 440.32 feet to a 1/2" iron rod with yellow plastic cap (stamping illegible) found for corner;

North 43°16'00" East, a distance of 404.93 feet to a 5/8" iron rod with yellow plastic cap stamped "Peloton" found at the southeast corner of said 6.804 acre tract, and being a northerly corner of said 50.011 acre tract;

**THENCE** South 37°10'30" East, with the easterly line of said 50.011 acre tract, a distance of 611.70 feet to a mag nail found at an easterly corner of said 50.011 acre tract, and being in the north line of a called 2.335 acre Roadway Dedication, Harrington Road, an addition to the City of Waxahachie, Texas, according to the plat thereof recorded in Cabinet D, Slide 121, P.R.E.C.T.;

**THENCE** South 59°01'00" West, with the north line of said roadway dedication, and continuing with the easterly line of said 50.011 acre tract, a distance of 30.21 feet to a 1/2" iron rod found at the northwest corner of said roadway dedication;

**THENCE** South 23°32'58" East, with the westerly line of said roadway dedication, same being the westerly right-of-way line of said Harrington Road, and continuing with the easterly line of said 50.011 acre tract, passing at a distance of 866.00 feet, a 1/2" iron rod found at the southeast corner of said 50.011 acre tract, and being at a reentrant corner of the aforementioned 456.928 acre tract, and continuing with said westerly right-of-way line and the easterly line of said 456.928 acre tract, passing at a distance of 1,322.17 feet, a 5/8" iron rod found at the northeast corner of Lot 4 of the aforementioned Harrington Acres No. 2, and continuing with said westerly right-of-way line and the easterly line of said Harrington Acres No. 2 for a total distance of 1,835.23 feet to a 1/2" iron rod found at the southwest corner of said roadway dedication;

**THENCE** South 31°03'14" East, continuing with the easterly line of said Harrington Acres No. 2, and with the westerly right-of-way line of said Harrington Road a distance of 87.93 feet to a 5/8" iron rod with red plastic cap stamped "KHA" set at the southeast corner of Lot 1 of said Harrington Acres No. 2;

**THENCE** North 63°30'51" East, a distance of 22.88 feet to a 5/8" iron rod with red plastic cap stamped "KHA" set for corner in the approximate centerline of said Harrington Road, and being at a northeasterly corner of said 456.928 acre tract;

**THENCE** with the northeasterly line of said 456.928 acre tract and along said Harrington Road, the following courses and distances:

South 32°06'39" East, a distance of 332.18 feet to a 5/8" iron rod found for corner;

South 13°27'37" West, a distance of 254.40 feet to a disturbed 5/8" iron rod with yellow plastic cap (stamping illegible) found for corner;

South 06°02'06" West, a distance of 351.76 feet to a 5/8" iron rod with yellow plastic cap (stamping illegible) found in the approximate centerline of Harrington Road (a variable width prescriptive right-of-way) at the southwest corner of a called 30-foot right-of-way dedication conveyed on the Final Plat of Crystal Cove Estates, an addition to the City of Waxahachie, Texas, according to the plat thereof recorded in Cabinet E, Slide 115, P.R.E.C.T., same being the most northerly northwest corner of the aforementioned 420.642 acre tract;

**THENCE** with the southeasterly line of said Crystal Cove Estates, the following courses and distances:

North 81°44'25" East, a distance of 200.68 feet to a railroad spike found for corner;

North 66°13'23" East, a distance of 889.21 feet to a 1/2" iron rod found for corner;

North 73°10'46" East, a distance of 232.79 feet to a disturbed 1/2" iron rod found for corner;

North 79°43'40" East, a distance of 402.28 feet to a disturbed 1/2" iron rod found for corner;

North 86°53'18" East, a distance of 236.36 feet to a 1/2" iron rod found for corner;

North 89°15'27" East, a distance of 77.78 feet to a railroad spike found for corner;

North 86°57'04" East, a distance of 78.97 feet to a nail found for corner;

North 53°28'39" East, a distance of 79.07 feet to a point for corner from which a 3/8" iron rod found bears North 60°26'17" West, a distance of 0.41 feet;

North 52°37'30" East, a distance of 67.06 feet to a point for corner from which a railroad spike found bears South 31°27'58" East, a distance of 1.56 feet;

North 63°10'07" East, a distance of 104.55 feet to a 5/8" iron rod with yellow plastic cap stamped "Peloton" found for corner;

North 83°35'04" East, a distance of 73.88 feet to a 5/8" iron rod found for corner;

South 84°20'33" East, a distance of 52.48 feet to a point for corner from which a 5/8" iron rod with yellow plastic cap stamped "Peloton" found bears North 05°40'10" West, a distance of 0.34 feet;

South 78°27'07" East, a distance of 310.48 feet to a 5/8" iron rod with yellow plastic cap stamped "Peloton" found for corner;

South 64°53'57" East, a distance of 176.10 feet to a 5/8" iron rod with yellow plastic cap stamped "Peloton" found for corner in the south line of Lot 33, Block B, of said Crystal Cove Estates, at a northerly northeast corner of said 420.642 acre tract, and being at the northwest corner of a tract of land described in a Deed to Raymond Echols, recorded in Volume 2576, Page 1741, O.P.R.E.C.T.;

**THENCE** with the common line of said 420.642 acre tract and said Echols tract, the following courses and distances:

South 31°45'26" East, a distance of 690.74 feet to a 1/2" iron rod found for the southwest corner of said Echols tract;

North 57°33'02" East, a distance of 887.83 feet to a 1/2" iron rod found for the southeast corner of said Echols tract, and being at the most northerly northwest corner of the aforementioned 76.653 acre tract, and being at the southwest corner of the aforementioned Lot 3, Block A, Crystal Hills addition;

**THENCE** North 31°51'09" West, with the common line of said Echols tract and said Lot 3, Block A, a distance of 470.95 feet to a point for corner in the south line of Lot 41, Block B, of said Crystal Cove Estates, and being at the northwest corner of said Lot 3, Block A, from which a railroad spike found bears South 58°00'36" West, a distance of 6.39 feet;

**THENCE** North 58°00'36" East, with the common line of said Lot 3, Block A and said Lot 41, Block B, a distance of 283.14 feet to a railroad spike found in the southeast right-of-way line of Hunter Pass (a 60-foot right-of-way), and being at the beginning of a non-tangent curve to the left with a radius of 380.00 feet, a central angle of 22°51'47", and a chord bearing and distance of North 69°21'19" East, 150.63 feet;

**THENCE** in a northeasterly direction, with said non-tangent curve to the left and with said southeast right-of-way line, an arc distance of 151.63 feet to a 5/8" iron rod with red plastic cap stamped "KHA" set for corner;

**THENCE** North 57°55'25" East, a distance of 18.34 feet to a 5/8" iron rod with red plastic cap stamped "KHA" set for the northeast corner of said Lot 3, Block A, and being at the northwest corner of Lot 2, Block A, of said Crystal Hills addition;

**THENCE** South 32°04'35" East, with the common line of said Lot 3, Block A, and said Lot 2, Block A, a distance of 441.35 feet to a 1/2" iron rod found for the southeast corner of said Lot 3, Block A, and being the southwest corner of said Lot 2, Block A, and being at the most northerly northeast corner of said 76.653 acre tract, and being at the northwest corner of a called 10.0 acre tract of land described in the Warranty Deed to Nita Condor, recorded in Instrument No. 2034598, O.P.R.E.C.T.;

**THENCE** South 31°11'18" East, with the west line of said 10.0 acre tract, a distance of 643.86 feet to a 5/8" iron rod with yellow plastic cap stamped "Peloton" found for the southwest corner of said 10.0 acre tract;

**THENCE** North 58°35'39" East, with the south line of said 10.0 acre tract, a distance of 229.11 feet to a 5/8" iron rod with yellow plastic cap stamped "Peloton" found for the northwest corner of a called 10.0 acre tract of land described in the Warranty Deed to Brian K. and Kimberly Garlitz, recorded in Volume 2809, Page 470, O.P.R.E.C.T., and being at the most easterly northeast corner of said 76.653 acre tract;

**THENCE** South 30°49'14" East, with the common line of said 10.0 acre Garlitz tract, and said 76.653 acre tract, passing at a distance of 571.85 feet, a 5/8" iron rod with yellow plastic cap stamped "TXRCS" found at the southwest corner of said 10.0 acre Garlitz tract, same being the northwest corner of a called 31.549 acre tract of land described in the Deed to Charles B. Williams and Sharon S. Williams, recorded in Volume 2616, Page 1132, O.P.R.E.C.T., and continuing with the common line of said 76.653 acre tract and said 31.549 acre tract for a total distance of 1,743.08 feet to a 1/2" iron rod found for the southwest corner of said 31.549 acre tract, and being at the northwest corner of a called 30.88 acre tract of land designated as "Tract Two, Third Tract" in the Deed to Peggy Lee Hunter and Ann Cheree Fielder, recorded in Instrument No. 2039707, O.P.R.E.C.T.;

**THENCE** South 31°14'02" East, with the common line of said 76.653 acre tract and said 30.88 acre tract, a distance of 958.75 feet to a 5/8" iron rod with red plastic cap stamped "KHA" set at the southwest corner of said 30.88 acre tract, and being at the southeast corner of said 76.653 acre tract, and being in the north line of a called 80 acre tract of land designated as "Tract Two, Second Tract" in the aforementioned Deed to Peggy Lee Hunter and Ann Cheree Fielder;

**THENCE** South 57°18'10" West, with the common line of said 80 acre tract and said 76.653 acre tract, a distance of 105.04 feet to a point at the northwest corner of said 80 acre tract, and being at the northeast corner of the aforementioned 107.789 acre tract, from which a 1/2" iron rod with yellow plastic cap stamped "RPLS 4466" found bears South 31°46'08" East, a distance of 0.69 feet;

**THENCE** South 30°43'26" East, with the common line of said 107.789 acre tract and said 80 acre tract, and continuing with the common line of said 107.789 acre tract and a called 196.181 acre tract of land designated as "Tract One" in the Deed to Simon D. Cannon Testamentary Trust, recorded in Volume 2443, Page 1603, O.P.R.E.C.T., a distance of 1,793.19 feet to a 1/2" iron rod found for the most easterly southeast corner of said 107.789 acre tract, and being at a angle point in the north line of said 196.181 acre tract;

**THENCE** continuing with the common line of said 107.789 acre tract and said 196.181 acre tract, the following courses and distances:

South 59°59'55" West, a distance of 1,607.80 feet to a 5/8" iron pipe found for corner;

North 31°16'56" West, a distance of 1,233.51 feet to a point for corner from which a disturbed 1/2" iron rod found bears North 88°58'37" West, a distance of 0.67 feet;

South 59°19'15" West, a distance of 666.67 feet to a 1/2" iron rod found for corner;

South 30°39'34" East, a distance of 167.38 feet to a 5/8" iron rod with yellow plastic cap stamped "Peloton" found at an angle point in the south line of said 107.789 acre tract, and being at the northeast corner of a called 45.870 acre tract of land designated as "Parcel No. 3" in the Deed to John S. Huffman, recorded in Volume 2614, Page 352, O.P.R.E.C.T.;

**THENCE** with the common line of said 107.789 acre tract and said 45.870 acre tract, the following courses and distances:

South 58°41'31" West, a distance of 1,762.47 feet to a 5/8" iron rod with red plastic cap stamped "KHA" set for corner;

North 31°05'19" West, a distance of 19.71 feet to a 5/8" iron rod with yellow plastic cap (illegible stamping) found at the most southerly southeast corner of the aforementioned 420.642 acre tract;

**THENCE** South 58°37'35" West, with the common line of said 420.642 acre tract and said 45.870 acre tract, passing at a distance of 1,035.46 feet, a 1/2" iron rod with yellow plastic cap stamped "RPLS 4466" found for reference, and continuing with said common line for a total distance of 1,063.25 feet to a point for most southerly southwest corner of said 420.642 acre tract, and being at the northwest corner of said 45.870 acre tract, and being in the east line of a called 72.835 acre tract of land described in the Warranty Deed to GKB Ranches LP, recorded in Instrument No. 2132292, O.P.R.E.C.T.;

**THENCE** North 30°55'24" West, with the common line of said 420.642 acre tract and said 72.835 acre tract, a distance of 975.64 feet to a 5/8" iron rod with red plastic cap stamped "KHA" set at the northeast corner of said 72.835 acre tract, and being at the most southerly southeast corner of the aforementioned 456.928 acre tract;

**THENCE** South 58°17'03" West, with the common line of said 456.928 acre tract and said 72.835 acre tract, a distance of 2,219.61 feet to a 1/2" iron rod found for the most southerly southwest corner of said 456.928 acre tract, and being at the southeast corner of a called 170.9708 acre tract of land described in the Warranty Deed to Pinhas Bendayan, recorded in Volume 1357, Page 125, O.P.R.E.C.T.;

**THENCE** with the common line of said 456.928 acre tract and said 170.9708 acre tract, the following courses and distances:

North 30°53'46" West, a distance of 2,404.35 feet to a 1/2" iron rod found for the northeast corner of said 170.9708 acre tract;

(14)

South 62°09'35" West, a distance of 156.29 feet to a 1/2" iron rod with yellow plastic cap stamped "RPLS 4466" found for the southeast corner of a called 2.14 acre tract of land described in the Deed to Ellis County Water Control and Improvement District No. 1, recorded in Volume 453, Page 206, Deed Records, Ellis County, Texas;

**THENCE** with the easterly and northerly lines of said 2.14 acre tract, the following courses and distances:

North 31°10'00" West, a distance of 180.67 feet to a point for corner from which a 1/2" iron rod found bears North 64°19'25" East, a distance of 1.94 feet;

South 59°04'11" West, a distance of 547.61 feet to a 1/2" iron rod found for the northwest corner of said 2.14 acre tract, and being at the southwest corner of the aforementioned 104.099 acre tract, and being in the east line of a called 121.7963 acre tract of land described in the Warranty Deed to Pinhas Bendayan, recorded in Volume 1357, Page 145, O.P.R.E.C.T.;

**THENCE** North 30°57'40" West, with the common line of said 104.099 acre tract and said 121.7963 acre tract, and continuing with the common line of said 104.099 acre tract and the aforementioned 140.0321 acre tract, a distance of 4,784.26 feet to a point for the northeast corner of said 140.0321 acre tract, and being at the southeast corner of the aforementioned 0.169 acre tract, from which a 3/8" iron rod found bears South 59°19'54" West, a distance of 0.56 feet;

**THENCE** South 59°19'54" West, with the common line of said 0.169 acre tract and said 140.0321 acre tract, a distance of 123.94 feet to the **POINT OF BEGINNING** and containing 53,558,344 square feet or 1,229.5304 acres of land.



**REIMBURSEMENT AGREEMENT**  
**Haven Ranch Public Improvement District**

This Reimbursement Agreement (this “Agreement”) is entered into by GRBK Edgewood LLC, a Texas limited liability company (the “Developer”), and the City of Waxahachie, Texas (the “City”), effective as of March 4, 2024 (the “Effective Date”) in relation to the Haven Ranch Public Improvement District (the “PID”). Developer and the City are individually referred to herein as a “Party” and collectively as the “Parties.”

SECTION 1.  
RECITALS

1.1 WHEREAS, capitalized terms used in this Agreement shall have the meanings given to them in Section 2;

1.2 WHEREAS, unless otherwise defined: (1) all references to “sections” shall mean sections of this Agreement; (2) all references to “exhibits” shall mean exhibits to this Agreement which are incorporated as part of this Agreement for all purposes; and (3) all references to “ordinances” or “resolutions” shall mean ordinances or resolutions adopted by the City Council;

1.3 WHEREAS, Developer and the City have entered into the Haven Ranch Development Agreement effective November 13, 2023, relating to the development of the property within the PID and the financing of public improvements within the PID;

1.4 WHEREAS, on March 4, 2024, the City Council passed and approved the PID Creation Resolution authorizing the creation of the PID pursuant to the authority of the Act, covering approximately 1,229.530 contiguous acres within the City's extraterritorial jurisdiction, which land is described in the PID Creation Resolution;

1.5 WHEREAS, the PID is being developed in phases or improvement areas, and special assessments for each improvement area will be levied against the Assessed Parcels within such improvement area to pay the costs of PID Projects that confer a special benefit on the Assessed Parcels within such phase;

1.6 WHEREAS, prior to the issuance of PID Bonds, Developer has paid and may continue to pay for the Actual Costs of the PID Projects benefitting the property within the PID;

1.7 WHEREAS, this Agreement is a “reimbursement agreement” authorized by Section 372.023(d)(1) of the Act;

1.8 WHEREAS, the recitals are true and correct and are part of this Agreement for all purposes and each Party has relied upon such recitals in entering into this Agreement; and

NOW THEREFORE, for and in consideration of the mutual obligations of the Parties set forth herein, the Parties agree as follows:

SECTION 2.  
DEFINITIONS

“Act” means Chapter 372, Texas Local Government Code, as amended.

“Actual Cost(s)” means with respect to PID Projects, the actual costs paid or incurred by or on behalf of the Developer, including: (1) the costs incurred by the Developer, or on behalf of the Developer (either directly or through affiliates) or the City for the design, planning, financing, administration/management, acquisition, installation, construction and/or implementation of such PID Projects; (2) the fees paid for obtaining permits, licenses, or other governmental approvals for such PID Projects; (3) the costs incurred by or on behalf of the Developer for external professional costs, such as engineering, geotechnical, surveying, land planning, architectural landscapers, appraisals, legal, accounting, and similar professional services; (4) all labor, bonds, and materials, including equipment and fixtures, by contractors, builders, and materialmen in connection with the acquisition, construction, or implementation of the PID Projects; (5) all related permitting, and public approval expenses, architectural, engineering, legal and consulting fees, and governmental fees and charges; and (6) costs to implement, administer, and manage the above-described activities.

“Annual Collection Costs” means the actual or budgeted costs and expenses related to the operation of the PID, including, but not limited to, costs and expenses for: (1) City staff, including any third-party PID administrator; (2) legal counsel, engineers, accountants, financial advisors, and other consultants engaged by the City; (3) calculating, collecting, and maintaining records with respect to Assessments and Annual Installments; (4) preparing and maintaining records with respect to Assessment Rolls and annual service plan updates; (5) paying and redeeming PID Bonds; (6) investing or depositing Assessments and Annual Installments; (7) complying with the Service and Assessment Plan and the Act with respect to the PID Bonds, including the City’s continuing disclosure and arbitrage rebate requirements; and (8) the paying agent/registrar and Trustee in connection with PID Bonds, including their respective legal counsel. Annual Collection Costs collected but not expended in any year shall be carried forward and applied to reduce Annual Collection Costs for subsequent years.

“Annual Installment” means the annual installment payment of an Assessment, as calculated by the PID administrator and approved by the City Council, that includes: (1) principal; (2) interest; (3) Annual Collection Costs; and (4) additional interest related to PID Bonds, if applicable.

“Assessed Parcel(s)” means any parcel within the PID against which an Assessment is levied.

“Assessment(s)” means an assessment levied against Assessed Parcels pursuant to the provisions of the Act for payment of PID Project Costs, including the payment of PID Bonds, Annual Collection Costs, interest on PID Bonds and Assessments, and obligations under this Agreement, as may be further defined in the SAP.

“Assessment Ordinance” means the ordinance(s) adopted by the City Council levying Assessments on an Assessed Parcel within the PID to pay PID Project Costs, PID Bonds,

administrative costs of the PID, interest on PID Bonds and Assessments, and obligations under this Agreement, as may be further defined in the SAP.

“Assessment Revenues” means the revenues received by the City from the collection of Assessments, including Prepayments, Annual Installments, and Foreclosure Proceeds, as may be further defined in the SAP.

“Assessment Roll” means any assessment roll for the Assessed Parcel within the District, as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID act, including updates prepared in connection with the issuance of PID Bonds or any annual service plan update, as may be further defined in the SAP.

“Bond Indenture” means the indenture of trust pursuant to which a series of PID Bonds are issued.

“Bond Proceeds” mean the proceeds derived from the issuance and sale of a series of PID Bonds that are deposited into the PID Project Fund under the Bond Indenture and made available to pay PID Project Costs including costs of issuance of the PID Bonds and design, engineering, construction and inspection costs in accordance with this Agreement and any Bond Indenture or SAP.

“Budgeted Cost” means the estimated cost for PID Project as provided for in the SAP.

“Certificate for Payment” means a certificate (substantially in the form of Exhibit A or as otherwise approved by Developer and the City Representative) executed by a representative of Developer and approved by the City Representative, delivered to the City Representative, specifying the work performed and the amount charged (including materials and labor costs) for PID Project Costs, and requesting payment of such amount from the appropriate account or funds. Each certificate shall include supporting documentation in the standard form for City construction projects and evidence that the PID Projects covered by the certificate have been inspected by the City.

“City Council” means the governing body of the City.

“City Representative” means the person authorized by the City Council to undertake the actions referenced herein.

“Closing Disbursement Request” means a request in the form of Exhibit B or as otherwise approved by the Parties and the trustee named in the Indenture.

“Default” is defined in Section 4.6.1.

“Delinquent Collection Costs” means costs related to the foreclosure on an Assessed Parcel and the costs of collection of delinquent Assessments, delinquent Annual Installments, or any other delinquent amounts due under the Service and Assessment Plan, including penalties and reasonable attorney’s fees actually paid, but excluding amounts representing interest and penalty interest, as may be further defined in the SAP.

“Development Agreement” means that certain Haven Ranch Development Agreement, effective as of November 13, 2023, by and between the Developer and the City, pertaining to the construction and installation of certain PID Projects, as described therein and benefitting the PID.

“Developer Advances” mean advances made by Developer to pay PID Project Costs.

“Developer Continuing Disclosure Agreement” means the Continuing Disclosure Agreement of Developer executed contemporaneously with the issuance and sale of a series of PID Bonds.

“Failure” is defined in Section 4.6.1.

“Final Completion” means completion of a PID Project in compliance with existing City standards under the City’s ordinances and the Development Agreement.

“Foreclosure Proceeds” means the proceeds, including interest and penalty interest, received by the City from the enforcement of the Assessments against any Assessed Parcels, whether by foreclosure of lien or otherwise, but excluding and net of all Delinquent Collection Costs.

“Improvement Area” means a specifically defined and designated portion of the PID that is developed as a separate phase. Each Improvement Area shall be identified in the SAP.

“Maturity Date” with respect to any Improvement Area, is the date one year after the final scheduled and non-delinquent Annual Installment for an Assessment in the Improvement Area is collected.

“PID” means the Haven Ranch Public Improvement District created by the PID Creation Resolution.

“PID Bonds” means the bonds issued pursuant to the provisions of the Act in one or more series to fund PID Project Costs or to reimburse Developer for PID Project Costs.

“PID Creation Resolution” means the resolution passed and approved by the City Council on March 4, 2024, authorizing the creation of the PID.

“PID Pledged Revenue Fund” means the Pledged Revenue Fund, as defined in a Bond Indenture, established or to be established by the City (and segregated from all other funds of the City) into which the City deposits Assessment Revenue securing the applicable series of PID Bonds issued and still outstanding, as described in the Bond Indenture.

“PID Project Fund” means the Project Fund, as defined in a Bond Indenture, including all accounts and subaccounts created within such fund, established or to be established by the City (and segregated from all other funds of the City) into which the City deposits Bond Proceeds of the applicable series of PID Bonds in the amounts and as described in the Bond Indenture.

“PID Reimbursement Fund” means the fund established by the City under this Agreement (and segregated from all other funds of the City) into which the City deposits Assessment Revenue

if not deposited into the PID Pledged Revenue Fund.

“PID Projects” means the public improvements or services to be constructed or acquired by or on behalf of the Developer within the PID and described in the SAP, whether the SAP defines such public improvements or services as PID Projects or utilizes another term.

“PID Project Costs” mean the actual costs of the PID Projects.

“Prepayment” means the payment of all or a portion of an Assessment before the due date thereof. Amounts received at the time of a Prepayment which represent a payment of principal, interest or penalties on a delinquent installment of an Assessment are not to be considered a Prepayment, but rather are to be treated as the payment of the regularly scheduled Assessment.

“Reimbursement Agreement Balance” is defined herein.

“Service and Assessment Plan” or “SAP” means the service and assessment plan and any updates thereto approved by the City Council, prepared in relation to the property within the PID.

“Trustee” is defined herein.

### SECTION 3. FUNDING PROJECT COSTS

#### 3.1 Fund Deposits.

3.1.1 Unless and until PID Bonds are issued for an Improvement Area, the City shall bill, collect, and immediately deposit all Assessment Revenue from an Improvement Area into a separate account for the Improvement Area in the PID Reimbursement Fund, which PID Reimbursement Fund is hereby created and established as a fund under this Agreement and which fund shall be held by the City and separate and apart from all other City funds and accounts. After the issuance and delivery of PID Bonds for the PID Projects for an Improvement Area, the City shall bill, collect, and immediately deposit all Assessment Revenue in the manner set forth in the applicable Bond Indenture. The City shall also deposit Bond Proceeds in the manner set forth in the applicable Bond Indenture. Annual Installments shall be billed and collected by the City (or by any person, entity, or governmental agency permitted by law) in the same manner and at the same time as the City ad valorem taxes are billed and collected. Funds in the PID Project Fund shall only be used in accordance with the applicable Bond Indenture. Funds in the PID Reimbursement Fund shall only be used to pay all or any portion of the Reimbursement Agreement Balance in accordance with this Agreement.

3.1.2 The City hereby confirms, covenants, and agrees that for so long as amounts are due to Developer under this Agreement and/or for so long as PID Bonds are outstanding, that the City will do the following in the manner and to the maximum extent permitted by applicable law, subject to any conflicting provisions in any Bond Indenture: (a) take and pursue all reasonable actions necessary to cause the Assessments to be collected; (b) take and pursue all reasonable actions necessary to cause the liens related to the Assessments to be enforced continuously, including diligently prosecuting an action in district court to foreclose for delinquent or nonpayment of Assessments, including Annual Installments; and (c) take and pursue all reasonable

actions necessary to cause no reduction, abatement or exemption of the Assessments. Notwithstanding the foregoing, the City shall not be required under any circumstances to (a) establish per annum interest rates on Assessments higher than the per annum interest rate(s) under this Agreement on the unpaid principal balance of the Reimbursement Agreement Balance for the applicable Improvement Area, or (b) purchase or make payment for the purchase of the delinquent Assessments or the corresponding Assessed Parcel. The City shall not be required under any circumstances to expend any funds for Delinquent Collection Costs or Annual Collection Costs in connection with its covenants and agreements under this Section or otherwise other than funds for such purpose on deposit in the applicable account of the PID Reimbursement Fund. Notwithstanding its collection efforts, if the City fails to receive all or any part of the Assessment Revenue and, as a result, is unable to make transfers from the PID Reimbursement Fund for payments to the Developer as required under this Agreement, such failure and inability shall not constitute a Failure or Default by the City under this Agreement. A Bond Indenture shall control in the event of any conflicts with this Agreement.

### 3.2 Payment of PID Project Costs.

3.2.1 As provided in the Development Agreement, the Developer shall make Developer Advances to pay all PID Project Costs for an Improvement Area prior to the issuance of PID Bonds to reimburse the Developer for any such Developer Advances.

3.2.2 Bond Proceeds (i) may be used to reimburse the Developer for Developer Advances for PID Project Costs and (ii) shall be used in the manner provided in the applicable Bond Indenture.

3.2.3 As evidence of Developer Advances required in connection with the issuance of a series of PID Bonds, Developer shall submit to the City for approval all information related to such costs that would be required by a Closing Disbursement Request at least fifteen (15) business days prior to the closing of the PID Bonds. The lack of Bond Proceeds or other funds in the PID Project Fund for an Improvement Area or in the PID Reimbursement Fund shall not diminish the obligation of Developer to pay all PID Project Costs for such Improvement Area.

3.2.4 As provided in the Development Agreement, upon the final acceptance by City of PID Projects for an Improvement Area and payment of all outstanding invoices for such PID Projects, if the PID Project Costs are less than the budgeted costs for the Improvement Area, any remaining funds in the applicable PID Project Fund or applicable account in the PID Reimbursement Fund will be available to pay the cost of any other PID Project in the Improvement Area. The City shall promptly confirm to the Trustee that such remaining amounts are available to pay such costs, and the City, with input from Developer, will decide how to use such moneys to secure the payment and performance of the work for other PID Projects, if available. If a cost underrun exists after payment of all costs for all PID Projects contemplated in the applicable Bond Indenture, such unused funds will be used to pay Assessments on the Property.

### 3.3 Payment of Reimbursement Agreement Balance.

3.3.1 Unless and until PID Bonds are issued, the City agrees to pay Developer solely from funds on deposit in the applicable account in the PID Reimbursement Fund, and



Developer shall be entitled to receive payments from the City, from such source for amounts shown on the Certificate for Payment for an Improvement Area (which amounts include only PID Project Costs paid by or at the direction of Developer) (any unpaid amount owed Developer for all Certificates of Payment is referred to as the “Reimbursement Agreement Balance” for each Improvement Area), which amount shall not exceed the aggregate amount of Assessments levied within the applicable Improvement Area. The Developer shall submit a Certificate for Payment for all PID Project Costs for an Improvement Area upon Final Completion of all such PID Project Costs. Upon the issuance of PID Bonds, the City agrees to pay Developer first from funds on deposit in the applicable PID Project Fund and then from funds on deposit in the applicable account in the PID Reimbursement Fund, if any. Notwithstanding anything in this Agreement to the contrary, the maximum amount that Developer may be reimbursed under this Agreement for any Improvement Area shall be equal to the amount of Bond Proceeds on deposit in the applicable PID Project Fund plus amounts in the applicable account in the PID Reimbursement Fund, if any, plus simple interest on the unpaid principal balance of the Reimbursement Agreement Balance for an Improvement Area at a rate not to exceed the rates permitted under subsections (e)(1) and (e)(2) of Section 372.023 of the Act, or if PID Bonds are issued for an Improvement Area, then the interest rate on such PID Bonds; provided, however, that the interest rate for the unpaid balance of any Reimbursement Agreement Balance as set forth in this paragraph shall not exceed the rates permitted under subsections (e)(1) and (e)(2) of Section 372.023 of the Act. Interest on the unpaid principal balance of the Reimbursement Agreement Balance for an Improvement Area shall begin to accrue on the date that all PID Projects in or benefitting the Improvement Area have reached Final Completion and (i) the City has accepted all completed PID Projects for the Improvement Area by recording of the final plat in association with which the applicable PID Projects were constructed, or (ii) if such PID Projects are not constructed in association with development of an Improvement Area within the boundaries of a specific recorded final plat for the Improvement Area, either (y) the City Engineer or other authorized City representative provides written notice to Developer of acceptance for City ownership and maintenance of the completed PID Projects for the Improvement Area or (z) the document conveying to City an easement in which such PID Project is located is recorded.

3.3.2 The obligation of the City to pay the Reimbursement Agreement Balance for an Improvement Area is payable solely from the applicable account in the PID Reimbursement Fund or from Bond Proceeds on deposit in the applicable PID Project Fund. No other City funds, revenue, taxes, income, or property shall be used even if the Reimbursement Agreement Balance for an Improvement Area is not paid in full by the Maturity Date. Payments from the PID Reimbursement Fund shall be applied in accordance with this Agreement. Each payment from an account in the PID Reimbursement Fund shall be accompanied by an accounting that certifies the Reimbursement Agreement Balance for an Improvement Area as of the date of the payment and that itemizes all deposits to and disbursements from the account since the last payment. If there is a dispute over the amount of any payment, the City shall nevertheless pay the undisputed amount, and the Parties shall use all reasonable efforts to resolve the disputed amount before the next payment is made.

3.4 PID Bonds. The City, in its sole, legislative discretion, may issue PID Bonds, in one or more series, when and if the City Council determines it is financially feasible for the purposes of paying all or a portion of the Reimbursement Agreement Balance for an Improvement Area. PID Bonds issued for such purpose will be secured by and paid solely as authorized by the

applicable Bond Indenture. Upon the issuance of a series of PID Bonds for such purpose, Developer's right to receive payments each year in accordance herewith shall be subordinate to the deposits required under the applicable Bond Indenture related to any outstanding PID Bonds. The failure of the City to issue PID Bonds shall not constitute a "Failure" by the City or otherwise result in a "Default" by the City. The Developer has a duty to construct related PID Projects and shall not be relieved of such duty even if it is anticipated that there will be insufficient funds in a PID Project Fund to pay PID Project Costs for an Improvement Area.

### 3.5 Disbursements and Transfers at and after Bond Closing.

3.5.1 If PID Bonds are issued, and upon the presentation of the Certificate for Payment and Closing Disbursement Request for the Improvement Area and approval of each by the City, the City will cause the Trustee under the Bond Indenture to pay from the Bond Proceeds at closing of the PID Bonds approved amounts from the appropriate account to the City, Developer, or their designees, as applicable. In order to receive such a disbursement, Developer shall execute a Closing Disbursement Request substantially in the form attached hereto as Exhibit B to be delivered to the City no less than fifteen (15) business days prior to the scheduled closing date for the PID Bonds for payment in accordance with the provisions of the Bond Indenture. In order to receive disbursements from the applicable fund under the Bond Indenture, if PID Bonds are issued, or from the PID Reimbursement Fund, Developer shall execute a Certificate for Payment upon Final Completion of all PID Projects for the applicable Improvement Area (and no less than sixty (60) days prior to City Council authorization of PID Bonds, if PID Bonds are being issued) to be delivered to the City for payment in accordance with the provisions of the Bond Indenture, if applicable, and/or this Agreement.

3.5.2 Upon receipt of a Certificate for Payment (along with all accompanying documentation reasonably required by the City) from Developer, the City shall conduct a review in order to confirm that such request is complete, to confirm that the work for which payment is requested was performed in accordance with all applicable governmental laws, rules and regulations and applicable plans therefor with the terms of this Agreement, the Development Agreement and any other agreement between the Parties related to property in the PID, and to verify and approve PID Project Costs of such work specified in such Certificate for Payment. The City shall also conduct such review as is required to confirm the matters certified in the Certificate for Payment. The Developer agrees to cooperate with the City in conducting each such review and to provide the City with such additional information and documentation as is reasonably necessary for the City to conclude each such review. Within fifteen (15) business days following receipt of any Certificate for Payment, the City shall either: (a) approve the Certificate for Payment and (i) forward it to the trustee designated under the Bond Indenture (the "Trustee") for payment or (ii) pay such amount from the PID Reimbursement Fund; or, (b) provide Developer with written notification of disapproval of all or part of a Certificate for Payment, specifying in detail the basis for any such disapproval. The approval of the Certificate for Payment by the City shall constitute a representation by the City of the Developer's compliance therein. If the City denies the Certificate 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. Denial of the Certificate 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. If PID Bonds are issued,

the City shall deliver the approved or partially approved Certificate for Payment to the Trustee for payment.

3.6 Obligations Limited. The obligations of the City under this Agreement shall not, under any circumstances, give rise to or create a charge against the general credit or taxing power of the City or constitute a debt or other obligation of the City payable from any source other than the applicable account in the PID Reimbursement Fund or the applicable PID Project Fund. Unless approved by the City at its sole discretion, no other City funds, revenues, taxes, or income of any kind other than the funds on deposit in the applicable account in the PID Reimbursement Fund or the applicable PID Project Fund shall be used to pay: (a) the PID Project Costs; (b) the Reimbursement Agreement Balance for an Improvement Area, even if the applicable Reimbursement Agreement Balance is not paid in-full on or before the Maturity Date; or (c) debt service on any applicable PID Bonds. None of the City or any of its elected or appointed officials or any of its officers, employees, consultants, or representatives shall incur any liability hereunder to Developer or any other party in their individual capacities by reason of this Agreement or their acts or omissions under this Agreement.

3.7 Obligation to Pay. If Developer is then in current compliance with its obligations under the Development Agreement, the Developer Continuing Disclosure Agreement if applicable, and this Agreement, and is not delinquent in payment of the Assessments and paying property taxes, then following the inspection and approval of all PID Projects of an Improvement Area for which Developer seeks reimbursement of the PID Project Costs by submission of a Certificate for Payment or City approval of a Closing Disbursement Request, the obligations of the City under this Agreement to pay disbursements (whether to Developer or to any person designated by Developer) identified in any Closing Disbursement Request or in any Certificate for Payment are unconditional and not subject to any defenses or rights of offset except as may be provided in any Bond Indenture.

3.8 City Delegation of Authority. All PID Projects shall be constructed by or at the direction of Developer in accordance with the Development Agreement and this Agreement and any other applicable agreement between the Parties related to property in the PID. Developer shall perform, or cause to be performed, all of its obligations and shall conduct, or cause to be conducted, all operations with respect to the construction of PID Projects in a good and workmanlike manner, with the standard of diligence and care normally employed by duly qualified persons utilizing their commercially reasonable efforts in the performance of comparable work and in accordance with generally accepted practices appropriate to the activities undertaken. Developer has sole responsibility of ensuring that all PID Projects are constructed in a good and workmanlike manner, with the standard of diligence and care normally employed by duly qualified persons utilizing their reasonable efforts in the performance of comparable work and in accordance with generally accepted practices appropriate to the activities undertaken. Developer shall, at all time, employ adequate staff or consultants with the requisite experience necessary to administer and coordinate all work related to the design, engineering, acquisition, construction, and installation of all PID Projects to be acquired and accepted by the City from Developer. If any PID Projects are or will be on land owned by the City, the City hereby grants to Developer a license to enter upon such land for purposes related to construction (and maintenance pending acquisition and acceptance) thereof. Inspection and acceptance of PID Projects will be in accordance with applicable City ordinances and regulations.

3.9 Security for PID Projects. The Developer shall provide or cause to be provided a two (2) year maintenance bond relating to the PID Projects. Nothing in this Agreement shall be deemed to prohibit Developer or the City from contesting in good faith the validity or amount of any mechanics or materialman's lien and/or judgment nor limit the remedies available to Developer or the City with respect thereto so long as such delay in performance shall not subject the PID Projects to foreclosure, forfeiture, or sale. In the event that any such lien and/or judgment with respect to the PID Projects is contested, Developer shall be required to post or cause the delivery of a surety bond or letter of credit, whichever is preferred by the City, in an amount reasonably determined by the City, not to exceed one hundred percent (100%) of the disputed amount.

3.10 Ownership and Transfer of PID Projects. All PID Projects shall be owned by the City upon acceptance of them by the City. Developer shall take any action reasonably required by the City to transfer, convey, or otherwise dedicate or ensure the dedication of land, right-of-way, or easements for the PID Projects to the City for public use. For any land transferred to the City as a PID Project, the Developer shall furnish to the City a preliminary title report for such land. The report shall be made available for City review and approval at least fifteen (15) business days prior to the scheduled transfer of title. The City shall approve the preliminary title report unless it reveals a matter which, in the reasonable judgment of the City, would materially affect the common use and enjoyment subscribed to such PID Projects. If the City objects to any preliminary title report, the City shall not be obligated to accept title to the applicable land until Developer has cured the objections to the reasonable satisfaction of the City.

3.11 Improvement Area Reimbursement Agreements. The Developer and the City may enter into one or more reimbursement agreements for a particular Improvement Area to establish the terms by which Developer may obtain reimbursements for PID Project Costs for the Improvement Area through the Bond Proceeds or Assessments, in which case any such reimbursement agreement shall control over this Agreement, and this Agreement shall have no effect with respect thereto.

#### SECTION 4. ADDITIONAL PROVISIONS

4.1 Term. The term of this Agreement shall begin on the Effective Date and shall continue until the earlier to occur of: (i) the last Maturity Date relating to any Improvement Area, (ii) the date on which the Reimbursement Agreement Balance for all Improvement Areas is paid in full, or (iii) the date on which all PID Bonds are fully retired. This Agreement shall terminate with respect to any particular Improvement Area upon the earlier to occur of: (i) the Maturity Date for that Improvement Area, (ii) the date on which the Reimbursement Agreement Balance for the Improvement Area is paid in full, or (iii) the date on which all PID Bonds for the Improvement Area are fully retired. Upon termination of this Agreement with respect to an Improvement Area, the amount of the Reimbursement Agreement Balance for that Improvement Area that has not been paid, plus the accrued and unpaid interest thereon (collectively, the "Unpaid Balance") shall be canceled and for all purposes of this Agreement shall be deemed to have been conclusively and irrevocably PAID IN FULL, and such Unpaid Balance shall no longer be deemed to be payable.

4.2 No Competitive Bidding. Construction of the PID Projects shall not require

competitive bidding pursuant to Section 252.022(a)(9), Texas Local Government Code, as amended. All plans and specifications, but not construction contracts, shall be reviewed and approved, in writing, by the City prior to Developer selecting the contractor.

4.3 Independent Contractor. In performing this Agreement, Developer is an independent contractor and not the agent or employee of the City.

4.4 Audit. The City Representative shall have the right, during normal business hours and upon three (3) business days' prior written notice to Developer, to review all books and records of Developer pertaining to costs and expenses incurred by Developer with respect to any of the PID Projects. For a period of two (2) years after completion of the PID Projects, books shall be maintained in accordance with customary real estate accounting principles.

#### 4.5 Representations and Warranties.

4.5.1 The Developer represents and warrants to the City that: (a) Developer has the authority to enter into and perform its obligations under this Agreement; (b) Developer has the financial resources, or the ability to obtain sufficient financial resources, to meet its obligations under this Agreement; (c) the person executing this Agreement on behalf of the Developer has been duly authorized to do so; (d) this Agreement is binding upon Developer in accordance with its terms; (e) the Developer is current on all taxes, assessments, fees and obligations to the City; (f) the Developer is not in default under the Development Agreement or any other agreement with the City related to the PID; and (g) the execution of this Agreement and the performance by Developer of its obligations under this Agreement do not constitute a breach or event of default by Developer under any other agreement, instrument, or order to which Developer is a party or by which Developer is bound.

4.5.2 The City represents and warrants to Developer that: (a) the City has the authority to enter into and perform its obligations under this Agreement; (b) the person executing this Agreement on behalf of the City has been duly authorized to do so; (c) this Agreement is binding upon the City in accordance with its terms; and (d) the execution of this Agreement and the performance by the City of its obligations under this Agreement do not constitute a breach or event of default by the City under any other agreement, instrument, or order to which the City is a party or by which the City is bound.

#### 4.6 Default/Remedies.

4.6.1 If either Party fails to perform an obligation imposed on such Party by this 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." If a Failure is monetary, the non-performing Party shall have ten (10) business days within which to cure. If the Failure is non-monetary, the non-performing Party shall have thirty (30) days within which to cure. However, if the non-monetary Failure is of such a nature that it cannot reasonably be expected to be cured within thirty (30) days, then the Party who failed to perform shall have such time as is necessary to cure the default, so long as the failing Party commences the cure within thirty (30) days and diligently pursues such cure to completion.

4.6.2 If Developer is in Default, the City shall have available all remedies at law

or in equity; provided, however, no default by Developer shall entitle the City to terminate this Agreement, cease collection of the Assessments and deposit of the Assessment Revenues, or to withhold properly due payments to Developer from the PID Reimbursement Fund or the PID Project Fund in accordance with this Agreement and the Bond Indenture or on deposit in the PID Reimbursement Fund.

4.6.3 Subject to Section 3.7, if the City is in Default, Developer shall have available all remedies at law or in equity; provided, however, that no Default by the City shall entitle Developer to terminate this Agreement and that any financial obligation of the City will only be payable from Assessments Revenues collected for the payment of Annual Collection Costs and Delinquent Collection Costs. Any amounts or remedies due pursuant to this Agreement are not subject to acceleration.

4.7 Remedies Outside the Agreement. Nothing in this Agreement constitutes a waiver by the City of any remedy the City may have outside this Agreement against Developer or any other person or entity involved in the design, construction, or installation of the PID Projects. The obligations of Developer hereunder shall be those of a Party hereto and not as an owner of property in the PID. Nothing herein shall be construed as affecting the City's or Developer's rights or duties to perform their respective obligations under other agreements, use regulations, or subdivision requirements relating to the development property in the PID.

4.8 Applicable Law; Venue. This 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, the substantive laws of the State of Texas shall govern the interpretation and enforcement of this Agreement. In the event of a dispute involving this Agreement, venue shall lie in any court of competent jurisdiction in Ellis County, Texas.

4.9 Notice. Any notice referenced in this Agreement must be in writing and shall be deemed given at the addresses shown below: (a) when delivered by a nationally recognized delivery service such as FedEx or UPS with evidence of delivery signed by any person at the delivery address regardless of whether such person is the named addressee; or (b) 72 hours after deposited with the United States Postal Service, Certified Mail, Return Receipt Requested.

To the City:

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

With a copy to:

Attn: Terry Welch, City Attorney  
Brown & Hofmeister, LLP  
740 East Campbell Road, Suite 800  
Richardson, Texas 75081



To Developer:

GRBK Edgewood, LLC  
Attn: Bobby Samuel & Hilary Liston  
5501 Headquarters Drive, Suite 300W  
Plano, Texas 75024

With a copy to:

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

Any Party may change its address by delivering notice of the change in accordance with this section.

4.10 Conflicts; Amendment. In the event of any conflict between this Agreement and any other instrument, document, or agreement by which either Party is bound, the provisions and intent of the Bond Indenture controls. This Agreement may only be amended by written agreement of the Parties.

4.11 Severability. If any provision of this Agreement is held invalid by any court, such holding shall not affect the validity of the remaining provisions.

4.12 Non-Waiver. The failure by a Party to insist upon the strict performance of any provision of this 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 Agreement.

4.13 Third Party Beneficiaries. Nothing in this Agreement is intended to or shall be construed to confer upon any person or entity other than the City and Developer, any rights under or by reason of this Agreement. All provisions of this Agreement shall be for the sole and exclusive benefit of the City and Developer.

4.14 Counterparts. This Agreement may be executed in multiple counterparts, which, when taken together, shall be deemed one original.

4.15 Employment of Undocumented Workers. During the term of this Agreement, Developer agrees not to knowingly employ any undocumented workers and if convicted of a violation under 8 U.S.C. Section 1324a (f), Developer shall repay the amount of any reimbursement payment or other funds received by Developer from City from the date of this Agreement to the date of such violation within 120 days after the date Developer is notified by City of such violation, plus interest at the rate of 4% compounded annually from the date of

violation until paid. Developer is not liable for a violation of this section by a subsidiary, affiliate, or franchisee of Developer or by a person with whom Developer contracts.

4.16 Form 1295 Certificate of Interested Parties. Prior to its execution of this Agreement, Developer agrees to file with the City pursuant to Texas Government Code 2252.908 a signed and completed Texas Ethics Commission ("TEC") Form 1295 and a certification of filing with TEC.

4.17 Recitals. The recitals set forth in Section 1: (a) are part of this Agreement for all purposes; (b) are true and correct; and (c) each Party has relied upon such recitals in entering into this Agreement.

4.18 Assignability. 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 prior written notice to) the City, the Developer's right, title, or interest under this Agreement including, but not limited to, any right, title, or interest of the Developer in and to payment of any Reimbursement Agreement Balance (any of the foregoing, a "Transfer," and the person or entity to whom the Transfer is made, a "Transferee"). The rights of the Developer to assignment are conditioned upon the Transferee agreeing, in writing, to assume the rights, title or interest being assigned and to be bound by the terms and conditions of this Agreement to the extent they apply to the rights, title or interest being assigned. An assignment by the Developer pursuant to this Section shall be effective upon delivery to the City of a copy of the fully executed assignment, which shall include the information required by Section 4.9 hereof and unambiguous provisions regarding any apportionment between the Developer and the Transferee of the right to receive payment of a Reimbursement Agreement Balance for an Improvement Area or any other payment. The City may rely on any notice of a Transfer or executed assignment received from the Developer without obligation to investigate or confirm the validity or occurrence of such Transfer. 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, and the Developer's sole remedy shall be to seek the funds directly from the third party. If the City determines in its sole discretion that the executed assignment received from the Developer does not unambiguously provide for the apportionment between the Developer and the Transferee of the right to receive payments of a Reimbursement Agreement Balance or any other amount, the City will make such payments solely to the Developer until such time as the executed assignment is amended to unambiguously provide for such apportionment and the Transferee or other third party's sole remedy shall be to seek the funds directly from the Developer. 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 City shall not be required to make payments pursuant to this Agreement to more than two parties for each Improvement Area. Any assignment by a Transferee of its rights, title or interest under this Agreement shall be subject to the requirements of the Developer under this Section.

4.19 Captions. The captions used in connection with the paragraphs of this Agreement are for convenience only and shall not be deemed to construe or limit the meaning of the language contained in this Agreement or used as interpreting the meanings and provisions hereof.

4.20 Force Majeure. Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this 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 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 the other Party, 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. Any suspension of obligation(s) because of any force majeure shall terminate automatically sixty (60) days following the provision of the notice described by this section, unless otherwise separately agreed by the Parties or unless the Party whose obligation was suspended by the force majeure is prohibited by law to perform such obligation, in which case said Party shall perform such obligation(s) as soon as reasonably practical after the legal impediment to such performance has ended. The term “force majeure”, as used herein, shall include, without limitation, acts of God; strikes, lockouts, or other industrial disturbances; acts of public enemy; order of any kind of the Government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics and pandemics causing a disaster declaration by the State of Texas; landslides; lightning; earthquakes; fires; hurricanes; storms; floods; washouts; droughts; restraint of government and people; civil disturbances; explosions; breakage or accidents to machinery; pipelines or canals; partial or total failure of water supply and inability to provide water necessary for operation of the sewer system, or to receive waste; and any other incapacities of the Party, whether similar to those enumerated or otherwise, which are not within the control of the Party, which the Party could not have avoided by the exercise of due diligence and care. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of such Party, and that the above requirement that any force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demand of the opposing Party when such settlement is unfavorable to it in the judgment of such Party.

4.21 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, will not boycott Israel during the term of this Agreement. 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. Notwithstanding anything contained herein, the representations and covenants contained in this Section 4.21 shall survive termination of this Agreement until the statute of limitations has run.

4.22 Verification Pursuant to Chapters 2252 and 2270 of the Texas Government Code. The Developer 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

The foregoing representation excludes the Developer and 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. Notwithstanding anything contained herein, the representations and covenants contained in this Section 4.22 shall survive termination of the Agreement until the statute of limitations has run.

4.23. Verifications Pursuant to Chapter 2276, Texas Government Code. 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. 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. Notwithstanding anything contained herein, the representations and covenants contained in this Section 4.23 shall survive termination of the Agreement until the statute of limitations has run.

4.24 Firearms. 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.

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), 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. Notwithstanding anything contained herein, the representations and covenants contained in this Section 4.24 shall survive termination of the Agreement until the statute of limitations has run.

*[Execution pages follow.]*

(14)

**CITY:**

CITY OF WAXAHACHIE, TEXAS

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

By: \_\_\_\_\_

City Secretary

Approved as to form:

By: \_\_\_\_\_

City Attorney

(14)

**DEVELOPER:**

GRBK EDGEWOOD LLC,  
a Texas limited liability company

By: \_\_\_\_\_  
Name: Bobby Samuel  
Its: Vice President

**Exhibit A****FORM OF CERTIFICATE FOR PAYMENT**

The undersigned is an agent for GRBK Edgewood LLC ("Developer"), and requests payment from the City of Waxahachie, Texas (the "City") out of the [*PID Project Fund (as defined in the Bond Indenture) / PID Reimbursement Fund*] in the amount of \$\_\_\_\_\_ for labor, materials, fees, and/or other general costs related to the creation, acquisition, or construction of certain PID Projects providing a special benefit to property within Improvement Area #[\_\_\_] of the Haven Ranch Public Improvement District. Unless otherwise defined, any capitalized terms used herein shall have the meanings ascribed to them in the PID Reimbursement Agreement, Haven Ranch Public Improvement District, effective March 4, 2024 (the "Reimbursement Agreement"). In connection with the above referenced payment, Developer represents and warrants to the City as follows:

1. The undersigned is a duly authorized officer of Developer, is qualified to execute this Certificate for Payment Form on behalf of Developer, and is knowledgeable as to the matters set forth herein.
2. The payment requested for the below referenced PID Projects has not been the subject of any prior payment request submitted for the same work to the City or, if previously requested, no disbursement was made with respect thereto.
3. The amount listed below is a true and accurate representation of the PID Project Costs associated with the creation, acquisition, or construction of said PID Projects and such costs: (a) are in compliance with the Reimbursement Agreement; and (b) are consistent with the Service and Assessment Plan.
4. Developer is in compliance with the terms and provisions of the Development Agreement, Developer Continuing Disclosure Agreement, Reimbursement Agreement and the Service and Assessment Plan.
5. Developer has timely paid all ad valorem taxes and annual installments of special assessments it owes or an entity the Developer controls owes, located in the Haven Ranch Public Improvement District and has no outstanding delinquencies for such assessments.
6. All conditions set forth in the Bond Indenture for the payment hereby requested have been satisfied.
7. The work with respect to the PID Projects referenced below has been completed, and the City has inspected such PID Projects.
8. 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 are as follows:**

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

Attached hereto are invoices, cancelled checks, 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.

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

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

[remainder of page left blank intentionally]

(14)

**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 Certificate for Payment, acknowledges the Certificate for Payment, acknowledges that the PID Projects covered by the certificate have been inspected by the City, and otherwise finds the Certificate for Payment to be in order. After reviewing the Certificate for Payment, the City approves the Certificate for Payment and directs \_\_\_\_\_, as Trustee for the PID Bonds, to make such payments from the PID Project Fund to Developer or to any person designated by Developer.

**CITY OF WAXAHACHIE, TEXAS**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Exhibit B****FORM OF CLOSING DISBURSEMENT REQUEST**

The undersigned is an agent for GRBK Edgewood LLC ("Developer") and requests payment to Developer (or to the person designated by Developer) from the applicable account of the PID Project Fund from \_\_\_\_\_ (the "Trustee") in the amount of \_\_\_\_\_ (\$\_\_\_\_\_) to be transferred from the applicable account of the PID Project Fund upon the delivery of the PID Bonds for costs incurred in the establishment, administration, and operation of Haven Ranch Public Improvement District (the "District") and costs associated with the issuance of PID Bonds, as follows.

Unless otherwise defined, any capitalized terms used herein shall have the meanings ascribed to them in the Indenture of Trust by and between the City and the Trustee dated as of \_\_\_\_\_ (the "Indenture") relating to the [\_\_\_\_\_] (the "PID Bonds").

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

1. The undersigned is a duly authorized officer of Developer, is qualified to execute this Closing Disbursement Request on behalf of Developer, and is knowledgeable as to the matters set forth herein.
2. The payment requested for the below referenced establishment, administration, and operation of the District at the time of the delivery of the PID Bonds have not been the subject of any prior payment request submitted to the City.
3. The amount listed for the below costs is a true and accurate representation of the PID Project Costs associated with the establishment, administration and operation of the District at the time of the delivery of the PID Bonds, and such costs are in compliance with the Service and Assessment Plan.
4. The Developer is in compliance with the terms and provisions of the Reimbursement Agreement, the Bond Indenture, and the Service and Assessment Plan.
5. All conditions set forth in the Indenture and the Reimbursement Agreement for the payment hereby requested have been satisfied.
6. 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 hereunder shall be made as directed below:**

[Information regarding Payee, amount, and deposit instructions attached]

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

(14)

**DEVELOPER:**

GRBK EDGEWOOD LLC,  
a Texas limited liability company

By: \_\_\_\_\_  
Name: Bobby Samuel  
Its: Vice President

(14)

**APPROVAL OF REQUEST BY CITY**

The City is in receipt of the attached Closing Disbursement Request, acknowledges the Closing Disbursement Request, and finds the Closing Disbursement Request to be in order. After reviewing the Closing Disbursement Request, the City approves the Closing Disbursement Request and directs payment to be made from Costs of Issuance Account upon delivery of the PID Bonds.

**CITY OF WAXAHACHIE, TEXAS**

By: \_\_\_\_\_

Name: \_\_\_\_\_


Title: \_\_\_\_\_

Date: \_\_\_\_\_

(15)



## Memorandum

To: Honorable Mayor and City Council  
From: Michael Scott, City Manager   
Thru:  
Date: February 28, 2024  
Re: WCDC Downtown Mural Program

---

### **Motion**

"I move to approve the two mural installs at 401 S. Elm and 109 N. Rogers as part of phase one of the WCDC Downtown Mural Program as presented and authorize the City Manager to execute all necessary documents"

### **Item Description**

Consider the approval of the first two (of three) initial wall murals within the downtown as a part of phase one of the WCDC Downtown Mural Program.

### **Item Summary**

Nearly a year ago the WCDC began discussions on initiating a building mural program as a next step in visually enhancing our historic downtown. The board heard from a local artist, Leighton Autry, who offered to curate the program free of charge. Mr. Autry would utilize his as well as other mural artists from the DFW Metroplex to give variety to the various installations. The WCDC Board voted to fund up to \$100,000 for three wall murals as well as utilize a group of local citizens and staff to facilitate the program.



(15)

When the \$100,000 funding request from WCDC was presented to City Council for ratification on November 20, 2023, the approval was made with the caveat of bringing back to the City Council for approval all future mural concepts. As such, this item is being presented for your approval. Both concepts were unanimously approved by the mural committee as well as the WCDC Board at their February 27<sup>th</sup> meeting.

### **Fiscal Impact**

As this project is wholly funded thru WCDC sales tax funds, there is no fiscal impact to the City's General Fund. Again, the scope of this initial phase of the Downtown Mural Program involves the installation of three murals at an expense up to \$100,000 from the WCDC Fund.