

A G E N D A

A regular meeting of the Mayor and City Council of the City of Waxahachie, Texas to be held in the Council Chamber at City Hall, 401 S. Rogers on ***Monday, August 20, 2018 at 7:00 p.m.***

Council Members: Kevin Strength, Mayor
David Hill, Mayor Pro Tem
Chuck Beatty, Councilmember
Mary Lou Shipley, Councilmember
Melissa Olson, Councilmember

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.

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 August 6, 2018
- b. Minutes of the City Council Budget Work Session of August 7, 2018
- c. Set City Council meeting of September 4, 2018
- d. Event application for WISD Dance/Drill Team Color Run
- e. Event application for Community Day at the Park
- f. Event application for Chautauqua Reception

6. ***Introduce*** Honorary Councilmember
7. ***Request to appear*** by Anita Brown to present mid-season Farmer's Market Report
8. ***Public Hearing*** on a request by Michael Davis, Bannister Engineering, for a **Replat** of Lot 16, Block 5, Spanish Grant, Phase II to create Lots 16R1 and 16R2, Block 5, Spanish Grant, Phase II, being 3.292 acres out of the William Ferrell Survey, Abstract 349 (Property ID 155968) in the Extra Territorial Jurisdiction – Owner: NIX JOHNNY E & CARID (RP-18-0118)

9. *Consider* approving RP-18-0118
10. *Public Hearing* on a request by Chris Acker, Acker Construction, for a **Replat** of Lot SPT 1 Block 194 of the Town Addition to create Lot 1, Block A, Dunlap Addition, 0.395 acres (Property ID 234842) – Owner: SOUTHFORK LLC (RP-18-0117)
11. *Consider* approving RP-18-0117
12. *Continue Public Hearing* on a request by Verlin Taylor, VKT Associates, for a Zoning Change from a Commercial zoning district to **Planned Development-Commercial, with Concept Plan**, located at 1501 Dr. Martin Luther King Jr. Blvd., being 272 S M DURRETT 0.3426 ACRES (Property ID 182074) - Owner: VKT ASSOCIATES LLC (PD-18-0079)
13. *Consider* proposed Ordinance approving Zoning Change No. PD-18-0079
14. *Second Reading* of proposed Ordinance approving the SiEnergy Franchise
15. *Consider* proposed Ordinance approving SiEnergy Franchise Agreement
16. *Consider* proposed Ordinance providing for the Issuance of City of Waxahachie, Texas Combination Tax and Revenue Certificates of Obligation Series, 2018, in an aggregate principal amount not to exceed \$14,500,000 and ordaining other matters relating to the subject
17. *Discuss* potential policy for placing items on City Council agenda
18. *Convene* into Executive Session to discuss the purchase or lease and value of, real estate as permitted under Section 551.072 of the Texas Government Code and to discuss Boards and Commissions Appointments as permitted by the Texas Government Code, Section 551.074
19. *Reconvene* and take any necessary action
20. Comments by Mayor, City Council, City Attorney and City Manager
21. Adjourn

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

This meeting location is wheelchair-accessible. Parking for mobility impaired persons is available. Any request for sign interpretive services must be made forty-eight hours ahead of the meeting. To make arrangements, call the City Secretary at 469-309-4005 or (TDD) 1-800-RELAY TX

City Council
August 6, 2018

(5a)

A regular meeting of the Mayor and City Council of the City of Waxahachie, Texas was held in the Council Chamber at City Hall, 401 S. Rogers on Monday, August 6, 2018 at 7:00 p.m.

Council Members Present: Kevin Strength, Mayor
David Hill, Mayor Pro Tem
Chuck Beatty, Councilmember
Mary Lou Shipley, Councilmember
Melissa Olson, Councilmember

Others Present: Michael Scott, City Manager
Albert Lawrence, Assistant City Manager
Robert Brown, City Attorney
Lori Cartwright, City Secretary

1. Call to Order

Mayor Kevin Strength called the meeting to order.

2. Invocation

3. Pledge of Allegiance

4. Texas Pledge of Allegiance

Councilmember Chuck Beatty gave the invocation and led the Pledge of Allegiance and the Texas Pledge of Allegiance.

5. Public Comments

Mr. Chris Wright, 808 West Marvin, Waxahachie, stated a councilmember posted on social media on August 2, 2018 that one of their goals while on City Council is to restore the trust of citizens in their local government to whatever degree they can and where applicable noting obviously trust in local government is not an issue for everyone. He read a quote the councilmember posted by State Representative Mayes Middleton. Mr. Wright stated he responded and asked if the other four councilmembers are corrupt or profiting from their positions, to please contact him. He stated the councilmember chose not to contact him. Mr. Wright asked the councilmember to publically give reasons why they posted the comment. He stated he has known the honor and integrity of Mayor Kevin Strength, Mayor Pro Tem David Hill, Councilmember Chuck Beatty and Councilmember Mary Lou Shipley and thanked them for their service and all they have done for the city. Mr. Wright thanked Councilmember Melissa Olson for taking the same sacrifice as other members of the council and donating her time and leadership to the citizens of this great city. He again asked the councilmember to publically explain their statement.

Dr. Kevin Fegan, incoming District President of Navarro College, introduced himself and stated the city has been a very good neighbor and has done great things for Navarro College. Dr. Fegan stated he will start at the Waxahachie campus with a strategic plan and will model the council's leadership. He stated Dean Terry Gibson will replace Dr. Martin and will start a strategic plan with the same elements as the city has. Dr. Fegan noted Navarro College wants to be a good partner and resource to the city. He asked how can they best serve and help the city and

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residents grow and prosper. Dr. Fegan thanked council for the opportunity to speak noting he is eager to to continue the partnership with the city.

Ms. Gayle Smith, 116 North Star Lane, Waxahachie, stated what she witnesses at council meetings and hears pertaining to our elected officials is how people don't feel that they are being heard. She stated the citizens elect council and then council does what they choose. Ms. Smith stated what council is doing for the community will exist in ten years and not for the people currently living in the community. She stated she has watched certain councilmembers say very proudly they are speaking with each other behind other councilmembers back and changing policies without informing all councilmembers. Ms. Smith proposed a written procedure to have an item put on the agenda anytime by citizens and councilmembers.

Councilmember Melissa Olson moved to put the requested item on the agenda for the next meeting.

City Attorney Robert Brown stated the item is not on the agenda that allows council to entertain a motion noting it does not give public knowledge of the item.

Councilmember Olson referenced section 551.042 of the Texas Open Meetings Act noting there are three options allowing council to move putting an item on an agenda at a later date. Mr. Brown stated the current agenda is not set up to make a motion.

Mr. Robert Berger, 5405 April Lane, Waxahachie, stated he recently attended a council meeting expressing concerns and grievances and is back at this meeting to say thank you to council and staff for reaching out to him and a group of people to find a solution to their issue. He thanked Mayor Pro Tem David Hill for his visit and thanked Councilmember Melissa Olson for her visit. He stated Mr. Scott scheduled a meeting and a group of people attended the meeting. Mr. Berger stated not everything was agreed upon, but it was proven that you don't have to agree on everything to reach an agreement on a solution. Mr. Scott did hear our concerns and did promise the city would reroute and do some studying and engineering. He stated it is appropriate for citizens to come back to city council and say thank you.

Ms. Amy Hedtke, 106 Vanderbilt, Waxahachie, spoke on lowering taxes noting when, an entity has a lot of debt, it is a lot harder to lower taxes. She stated the Texas Comptrollers website reflects Waxahachie has current debt obligations of over 200 million dollars and stated there are a lot of people in Waxahachie that needs some serious tax relief. Ms. Hedtke stated recently the city council has voted to issue more debt via Certificates of Obligations. She encouraged residents to call for an election on whether to issue Certificates of Obligation as opposed to city council issue them on their own. She stated a legal petition has been started to put the issue on the ballot. She encouraged citizens to visit her website and contact her to sign the petition.

6. Consent Agenda

- a. Minutes of the City Council meeting of July 16, 2018
- b. Minutes of the City Council budget workshop of July 25, 2018
- c. Approve a one year contract extension with Evoqua Water Technologies for 1) the purchase of sodium chlorite and 2) the rental of generators utilized to create

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chlorine dioxide for water treatment at the Howard Road and Sokoll Water Treatment Plants

- d. Set Public Hearings date of September 17, 2018 at 7:00 p.m. for first Public Hearing and 7:30 p.m. for second Public Hearing for a request by R.B. Forman, President, Arbors Development LLC, for annexation of approximately 20.48 acres generally situated North of Marshall Road and West of FM 664.

Councilmember Olson asked to remove item c. for separate discussion.

Action:

Mayor Pro Tem David Hill moved to approve items a., b. and d. on the Consent Agenda. Mayor Kevin Strength seconded, All Ayes.

Councilmember Olson referenced item c. and asked if staff compared other companies. Mr. Tommy Ludwig, Executive Director of Development Services, stated these chemicals are very difficult chemicals to obtain and there has only been traditionally one vendor and very difficult to get being they are a sole source provider.

Councilmember Olson asked why the generators are rented. Mr. Ludwig stated that compound is unstable and makes the most sense to generate onsite noting generators are used for that purpose. He explained this is a turnkey solution so both purchase of sodium chlorite and rental of generators actually provide maintenance for the generators and from a cost standpoint, it is more advantageous to do a turnkey solution.

Action:

Councilmember Chuck Beatty moved to approve item c. on the Consent Agenda. Mayor Pro Tem David Hill seconded, All Ayes.

7. Introduce Honorary Councilmember

Councilmember Olson introduced Emily Rauscher as the Honorary Councilmember for the month of August. She lives with family, consisting of an older stepbrother, attending Arizona State University in the fall; younger brother, going into sixth grade; younger stepbrother, going into fifth grade; and her father and stepmother. Emily is a senior at Waxahachie Global High School and will graduate with an associates in psychology and high school diploma in summer 2019. She has maintained an A/B average in all classes, as well as staying in the top 10% of class through high school. Her achievements include: Gifted and talented through elementary and middle school, member of National Junior Honor Society through middle school, member of National Honor Society through high school, treasurer during senior year, member of Interact (a club that consists of volunteer activities) and internship at John Wright Associates, a company in Arlington, Texas. Emily likes reading, spending time outdoors with family, shopping for bargains with friends, concerts, and watching movies.

- 8. Public Hearing on a request by Ken Rogers, Herbert Beasley Land Surveyors LP for a Replat of Lot 4R Waxahachie Civic Center to create Lots 4R-1, 4R-2, and 4R-3 Waxahachie Civic Center, 14.172 acres (Property ID 227433) – Owner: LOOKOUT PARTNERS LP (RP-18-0109)**

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Mayor Strength opened the Public Hearing.

Mr. Shon Brooks, Director of Planning, reported the applicant seeks to replat one lot into three lots and wants to use one buildable lot for a standalone detention pond. He stated the applicant needs to provide water and sewer services to each new lot prior to recording the plat. Mr. Brooks stated the Planning and Zoning Commission recommended approval keeping the detention pond as part of Lot 4R-2. He explained after further discussion with the applicant, staff stands with original request of applicant for a standalone detention pond on one of the lots.

There being no others to speak for or against RP-18-0109, Mayor Strength closed the Public Hearing.

9. Consider approval of RP-18-0109

Action:

Mayor Pro Tem David Hill moved to approve a request by Ken Rogers, Herbert Beasley Land Surveyors LP for a Replat of Lot 4R Waxahachie Civic Center to create Lots 4R-1, 4R-2, and 4R-3 Waxahachie Civic Center, 14.172 acres (Property ID 227433) – Owner: LOOKOUT PARTNERS LP (RP-18-0109) as originally submitted. Councilmember Mary Lou Shipley seconded, All Ayes.

10. Public Hearing on a request by Chad Hill for a Specific Use Permit (SUP) for Accessory Building (Residential), Greater than or Equal to 700 S.F. use within a Planned Development-23-Single Family-1 zoning district, located at 141 Willowcrest, LOT 11A LAKEVIEW-REV 1.23 AC (Property ID 174724) - Owner: HILL CHAD W & CASI L (SU-18-0114)

Mayor Strength opened the Public Hearing.

Mr. Brooks reported the applicant seeks to expand an accessory structure on the property and explained it was erected without Specific Use Permit prior to the applicant purchasing the property. He stated it is the applicant's goal to improve the street facing façade with hardi-plank and stone, matching the homes façade. Mr. Brooks stated surrounding neighbors signed a petition supporting the expansion and upgrade to the existing accessory structure.

There being no others to speak for or against SU-18-0114, Mayor Strength closed the Public Hearing.

11. Consider proposed Ordinance approving SU-18-0114

ORDINANCE NO. 3045

AN ORDINANCE AUTHORIZING A SPECIFIC USE PERMIT (SUP) TO PERMIT AN ACCESSORY BUILDING (RESIDENTIAL), GREATER THAN OR EQUAL TO 700 S.F. USE WITHIN A PLANNED DEVELOPMENT-23-SINGLE-FAMILY-1 (PD-23-SF1) ZONING DISTRICT, LOCATED AT 141 WILLOWCREST, BEING PROPERTY ID 174724, IN THE CITY OF WAXAHACHIE, ELLIS COUNTY, TEXAS, BEING LOT

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11A, IN THE LAKEVIEW-REV SUBDIVISION, AND ORDERING THE CHANGING OF THE ZONING MAP THEREOF IN ACCORDANCE WITH SAID CHANGE.

Action:

Councilmember Melissa Olson moved to approve Ordinance No. 3045 as presented. Councilmember Chuck Beatty seconded, All Ayes.

- 12. Continue Public Hearing on a request by Verlin Taylor, VKT Associates, for a Zoning Change from a Commercial zoning district to Planned Development-Commercial, with Concept Plan, located at 1501 Dr. Martin Luther King Jr. Blvd., being 272 S M DURRETT 0.3426 ACRES (Property ID 182074) - Owner: VKT ASSOCIATES LLC (PD-18-0079)**

Mayor Strength continued the Public Hearing.

Mr. Brooks recommended continuing the Public Hearing to the City Council meeting of August 20, 2018 noting staff is working with the applicant.

Mr. Verlin Taylor, applicant, stated he is working with staff on changes and requested the continuance.

- 13. Consider proposed Ordinance approving Zoning Change No. PD-18-0079**

Action:

Councilmember Chuck Beatty moved to continue a request by Verlin Taylor, VKT Associates, for a Zoning Change from a Commercial zoning district to Planned Development-Commercial, with Concept Plan, located at 1501 Dr. Martin Luther King Jr. Blvd., being 272 S M DURRETT 0.3426 ACRES (Property ID 182074) - Owner: VKT ASSOCIATES LLC (PD-18-0079) to the City Council meeting of August 20, 2018. Councilmember Mary Lou Shipley seconded, All Ayes.

- 14. Consider request by Jeremy Glenn, Waxahachie ISD, for a Preliminary Plat of New Waxahachie High School for 1 lot, being 94.184 acres situated in the J. Boyd Survey, Abstract 108, W.J. Boyce Survey, Abstract 109, E. Horton Survey, Abstract 466, and W.C. Tunnell Survey, Abstract 1008 (Property ID 180503) Owner: WAXAHACHIE ISD (PP-18-0113)**

Mr. Brooks reported the Preliminary Plat expired during the construction of the new high school and requested approval.

Action:

Councilmember Chuck Beatty moved to approve a request by Jeremy Glenn, Waxahachie ISD, for a Preliminary Plat of New Waxahachie High School for 1 lot, being 94.184 acres situated in the J. Boyd Survey, Abstract 108, W.J. Boyce Survey, Abstract 109, E. Horton Survey, Abstract 466, and W.C. Tunnell Survey, Abstract 1008 (Property ID 180503) Owner: WAXAHACHIE ISD (PP-18-0113) . Mayor Pro Tem David Hill seconded, All Ayes.

- 15. Consider request by Jeremy Glenn, Waxahachie ISD, for a Final Plat of New Waxahachie High School for 1 lot, being 94.184 acres situated in the J. Boyd Survey,**

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Abstract 108, W.J. Boyce Survey, Abstract 109, E. Horton Survey, Abstract 466, and W.C. Tunnell Survey, Abstract 1008 (Property ID 180503) Owner: WAXAHACHIE ISD (FP-18-0112)

Mr. Brooks reported the infrastructure is in place and staff is continuing to work with the school district and adjacent apartments to get the right-of-way in place. He stated comments on fees have been discussed with the district as well as other staff comments provided in the council packet. Mr. Brooks recommended approval per staff comments.

Action:

Mayor Pro Tem David Hill moved to approve a request by Jeremy Glenn, Waxahachie ISD, for a Final Plat of New Waxahachie High School for 1 lot, being 94.184 acres situated in the J. Boyd Survey, Abstract 108, W.J. Boyce Survey, Abstract 109, E. Horton Survey, Abstract 466, and W.C. Tunnell Survey, Abstract 1008 (Property ID 180503) Owner: WAXAHACHIE ISD (FP-18-0112) subject to staff comments. Councilmember Melissa Olson seconded, All Ayes.

16. Consider award of bid to P.E.T. Construction for the Lakewood Culvert Improvement Project

Mr. Ludwig reported bids were recently received on the above project and P.E.T Construction had the lowest bid in the amount of \$116,331.16. He explained the project will include replacing two (2) 36-inch culverts with two (2) 6-foot by 3-foot box culverts increasing the capacity of storm water runoffs. Mr. Ludwig stated the project is a planned expense and \$100,000.00 was incorporated in the City Engineer's budget this fiscal year. He noted there are sufficient savings in the City Engineer's budget to fund the additional \$16,331.16 of costs associated with the low bid without need for a supplemental appropriation.

Action:

Councilmember Mary Lou Shipley moved to award the bid for the Lakewood Culvert Improvement Project to P.E.T. Construction in the amount of \$116,331.16. Mayor Pro Tem David Hill seconded, All Ayes.

17. Consider award of a bid to Gracon Construction for the replacement and installation of a fluoride bulk storage tank, filter number 4 and clarifier number 2 at the Howard Road Water Treatment Plant

Mr. Ludwig reported bids were recently received on the above project and Gracon Construction had the lowest bid in the amount of \$593,301.00. He stated the project was budgeted in the operating fund and explained earlier this year that clarifier number 2 unexpectedly reached its end of life and its replacement was not a planned expense.

Action:

Councilmember Chuck Beatty moved to award the bid for the replacement and installation of a fluoride bulk storage tank, filter number 4 and clarifier number 2 at the Howard Road Water Treatment Plant to Gracon Construction in the amount of \$593,301.00. Councilmember Melissa Olson seconded, All Ayes.

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18. Consider proposed Resolution authorizing the transfer of expenditures from the Utilities FY17-18 operating budget to bond funds for the replacement and installation of a fluoride bulk storage tank, filter number 4 and clarifier number 2 at the Howard Road Water Treatment Plant

RESOLUTION NO. 1252

A RESOLUTION DECLARING INTENT TO TRANSFER EXPENDITURES FROM THE FY 2017-18 OPERATING BUDGET TO BOND FUNDS FOR THE FILTER NO. 4, FLUORIDE BULK STORAGE TANK REPLACEMENT AND CLARIFIER NO. 2 REHABILITATION PROJECT

Action:

Councilmember Mary Lou Shipley moved to approve Resolution No. 1252 as presented. Mayor Kevin Strength seconded, All Ayes.

19. Consider contract with Kimley Horn to provide professional engineering services for the design of a deceleration lane along Highway 287 frontage road at Park Place Boulevard

Mr. Ludwig reported the contract will provide engineering, survey, bid specification preparation and construction support services for the design of an approximate 550 linear foot single deceleration lane. He stated the deceleration lane will make it safer to prevent traffic stacking. Mr. Ludwig stated the time line includes end of October for design and November for council approval with construction in 2019. He presented the contract in the amount of \$43,675.00.

Action:

Councilmember Chuck Beatty moved to approve a contract with Kimley Horn in the amount of \$43,675.00. Councilmember Melissa Olson seconded, All Ayes.

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

Mr. Tommy Ludwig announced the new Utility Building will soon be ready to move into.

Councilmember Melissa Olson thanked Police Chief Goolsby for the memento. She thanked Honorary Councilmember Emily Rauscher for her attendance. She referenced the upcoming budget workshop to be held August 7th and stated the meeting allows for public comments. Councilmember Olson thanked city staff for presenting the deceleration lane project.

City Manager Michael Scott stated he received a thank you note from the Crape Myrtle festival committee thanking city staff for support and participation making the 4th of July festivities successful. He announced TxDOT will have an open house on August 30, 2018 at Midlothian Heritage High School from 6:00 – 8:00 p.m. soliciting public comments on the proposed roadway improvements to FM 1387 from North Midlothian Parkway to FM 664 in Ellis County.

Mayor Kevin Strength thanked Honorary Councilmember Emily Rauscher for her attendance. He thanked Dr. Fegan and Dr. Lewis for their attendance noting he looks forward to working

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with them. He thanked Police Chief Goolsby for the card and thanked him for overseeing the construction of the new police station.

Mayor Pro Tem David Hill thanked Police Chief Goolsby for his work on the new police station. He stated City Councilmembers names and emails are listed on the city's website noting last year he met with several concerned citizens.

Councilmember Mary Lou Shipley complimented Police Chief Goolsby on the new Police Station. She thanked Honorary Councilmember Emily Rauscher for her attendance.

Ms. Rauscher thanked city council for having her as honorary councilmember.

21. Adjourn

There being no further business, Mayor Pro Tem David Hill moved the meeting adjourn at 7:53 p.m. Councilmember Chuck Beatty seconded, All Ayes.

Respectfully submitted,

Lori Cartwright
City Secretary

(5b)

City Council
August 7, 2018

A Work Session of the Mayor and City Council of the City of Waxahachie, Texas was held in the Council Conference Room at City Hall, 401 S. Rogers on Tuesday, August 7, 2018 at 5:00 p.m.

Council Members Present: Kevin Strength, Mayor
David Hill, Mayor Pro Tem
Chuck Beatty, Councilmember
Mary Lou Shipley, Councilmember
Melissa Olson, Councilmember

Others Present: Michael Scott, City Manager
Albert Lawrence, Assistant City Manager
Lori Cartwright, City Secretary
Amber Villarreal, Assistant City Secretary

1. Call to Order

Mayor Kevin Strength called the meeting to order.

2. Discussion of City of Waxahachie 2018-2019 fiscal-year Budget

City Manager Michael Scott announced the goal of the budget workshop is to finalize the proposed FY 19 budget and address any concerns. He announced the revised budget includes changes made at the last budget workshop including renovations at the Chautauqua and landscaping at Oak Lawn Park. He noted staff will monitor maintenance at the cemetery and evaluate if additional personnel is needed.

Finance Director Charlie Harris presented a spreadsheet of the summary of changes from the first budget workshop for revenues and expenditures. The changes include proposed service enhancements, five year operating plan, and capital improvements plan. He noted approximately \$850,000 will be added to the fund balance with the proposed budget bringing the expected surplus reserves to \$3,673,500 on 9/30/19. He explained there are plenty of candidates where the fund balance can be used to pay for projects in cash to keep debt down. Mr. Harris reviewed the following funds: General, Hotel/Motel Tax, WCDC, WCDC Debt Service, General Debt Service, Water, Sokoll Joint Venture, Wastewater, and Refuse.

Councilmember Melissa Olson recommended lowering the tax rate one cent to help the citizens without affecting services. Mr. Scott explained the proposed budget presented is based upon the adoption of the current tax rate. Mayor Strength expressed his opposition noting the decrease would only save the average homeowner about \$25 a year on city taxes. The remaining Councilmembers expressed their opposition to lowering the tax rate so the city can continue maintenance and add infrastructure to keep up with city growth.

Mr. Scott thanked city staff for their hard work on the budget preparation especially Mr. Harris and his staff. He also thanked City Council for their support.

3. Public Comments

(5b)

City Council
August 7, 2018
Page 2

Ms. Amy Hedtke, 106 Vanderbilt, stated dollars and cents matter and asked council to get in touch with the citizens.

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

Councilmember Beatty thanked Finance Director Charlie Harris and city staff for their work on the budget.

5. Adjourn

There being no further business, Councilmember Chuck Beatty moved to adjourn at 6:13 p.m. Mayor Pro Tem David Hill seconded, All Ayes.

Respectfully submitted,

Amber Villarreal
Assistant City Secretary

(5d)

Application for a Festival or Event Permit

Event Name and Description: Waxahachie ISD
Dance/Drill Team Color Run

Applicant Information

Name: Erica Wilcox
 Address: 3001 Hwy 287 Bypass
 City, State, Zip: Waxahachie, Tx 75165 Phone: 469-853-4027
 E-mail Address: ewilcox@wisd.org

Organization Information

Organization Name: Waxahachie ISD Dance/Drill Teams
 Address: 3001 Hwy 287 Bypass Wax, Tx 75165
 Authorized Head of Organization: Erica Wilcox
 Phone: 469-853-4027 E-mail Address: ewilcox@wisd.org

Event Chairperson/Contact

Name: Erica Wilcox
 Address: 121 Station St
 City, State, Zip: Waxahachie, Tx 75165 Phone: 469-853-4027
 E-mail Address: ewilcox@wisd.org

Event Information

Event Location/Address: Getzander Park
 Purpose: To promote physical fitness, healthy living + community involvement
 Event Start Date and Time: October 13, 2018 at 8am

RECEIVED IN
 CITY SECRETARY'S OFFICE
 9/9/18
 CITY OF WAXAHACHIE, TEXAS

(5d)

Event End Date and Time: October 13 1pmApproximate Number of Persons Attending Event Per Day: 1100+Site Preparation and Set-Up Date and Time: October 12Clean-Up Completion Date and Time: October 13 3pm

List all activities that will be conducted as a part of this event including street closures, traffic control, vendor booths, etc.

- 5K Run/WalkWill food and/or beverages be available and/or sold? (YES) NOWill alcohol be available and/or sold? YES (NO)

If food will be prepared on-site, a Temporary Food Permit must be obtained by the Environmental Health Department.

Will dumpsters be needed? yes

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

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

[Signature]

Signature of Applicant

10/30/18

Date

- Could I see the layout of the color run held at the park?

(5d)

Villarreal, Amber

From: Boyd, Ricky <RBoyd@waxahachiefire.org>
Sent: Monday, July 09, 2018 10:27 AM
To: Villarreal, Amber
Subject: RE: Event Application-WISD Drill Team

I have no concerns with this request.

Ricky Boyd, Fire Chief
Waxahachie Fire-Rescue
214-463-9335

From: Villarreal, Amber [mailto:avillarreal@waxahachie.com]
Sent: Monday, July 9, 2018 10:18 AM
To: Smith, John <jsmith@waxahachie.com>; Wade Goolsbey <wgoolsby@waxahachiepd.org>; Boyd, Ricky <RBoyd@waxahachiefire.org>; Mosley, Laurie <Imosley@waxahachiecvb.com>; Borders, Amy <aborders@waxahachie.com>
Cc: Cartwright, Lori <lcartwright@waxahachie.com>; Scott, Michael <msscott@waxahachie.com>
Subject: Event Application-WISD Drill Team

For your review/comments.

Thank you!

Amber Villarreal, TRMC
Assistant City Secretary
City of Waxahachie
Direct (469) 309-4006 | Fax (469) 309-4003 | PO Box 757, Waxahachie, Texas 75168
www.waxahachie.com

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(5d)

Villarreal, Amber

From: Mosley, Laurie
Sent: Monday, July 09, 2018 11:05 AM
To: Villarreal, Amber
Subject: RE: Event Application-WISD Drill Team

I don't see any conflicts from my department for this event. Thank you!!

From: Villarreal, Amber
Sent: Monday, July 9, 2018 10:18 AM
To: Smith, John <jsmith@waxahachie.com>; Wade Goolsbey <wgoolsby@waxahachiepd.org>; Ricky Boyd <rboyd@waxahachiefire.org>; Mosley, Laurie <lmosley@waxahachiecvb.com>; Borders, Amy <aborders@waxahachie.com>
Cc: Cartwright, Lori <lcartwright@waxahachie.com>; Scott, Michael <msscott@waxahachie.com>
Subject: Event Application-WISD Drill Team

For your review/comments.

Thank you!

Amber Villarreal, TRMC
Assistant City Secretary
City of Waxahachie
Direct (469) 309-4006 | Fax (469) 309-4003 | PO Box 757, Waxahachie, Texas 75168
www.waxahachie.com

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(5d)

Villarreal, Amber

From: Smith, John
Sent: Monday, July 09, 2018 1:23 PM
To: Villarreal, Amber; Wade Goolsbey; Ricky Boyd; Mosley, Laurie; Borders, Amy
Cc: Cartwright, Lori; Scott, Michael
Subject: RE: Event Application-WISD Drill Team

Approved.
Thanks,
John

From: Villarreal, Amber
Sent: Monday, July 09, 2018 10:18 AM
To: Smith, John <jsmith@waxahachie.com>; Wade Goolsbey <wgoolsby@waxahachiepd.org>; Ricky Boyd <rboyd@waxahachiefire.org>; Mosley, Laurie <lmosley@waxahachiecvb.com>; Borders, Amy <aborders@waxahachie.com>
Cc: Cartwright, Lori <lcartwright@waxahachie.com>; Scott, Michael <msscott@waxahachie.com>
Subject: Event Application-WISD Drill Team

For your review/comments.

Thank you!

Amber Villarreal, TRMC
Assistant City Secretary
City of Waxahachie
Direct (469) 309-4006 | Fax (469) 309-4003 | PO Box 757, Waxahachie, Texas 75168
www.waxahachie.com

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(5e)

Application for a Festival or Event Permit

Event Name and Description: Community Day At The Park.

Just bring the community together with free food, drinks and entertainment

Applicant Information

Name: Curtis Polk, Jr

Address: 213 Wyatt St.

City, State, Zip: Waxahachie, TX 75165 Phone: 469-222-5669

E-mail Address: polkeyjr@yahoo.com

Organization Information

Organization Name: Curtis Polk, Jr

Address: 213 Wyatt St.

Authorized Head of Organization: Curtis Polk, Jr

Phone: 469-222-5669 E-mail Address: polkeyjr@yahoo.com

Event Chairperson/Contact

Name: Curtis Polk, Jr

Address: _____

City, State, Zip: _____ Phone: _____

E-mail Address: _____

Event Information

Event Location/Address: Penn Park

Purpose: Coming together

Event Start Date and Time: Sept. 2, 2018 3:00pm

RECEIVED IN
CITY SECRETARY'S OFFICE
8-15-18 AV
CITY OF WAXAHACHIE, TEXAS

(5e)

Event End Date and Time: Sept. 2, 2018 7:00 pm

Approximate Number of Persons Attending Event Per Day: 125

Site Preparation and Set-Up Date and Time: Sept. 2, 2018 1:30 pm

Clean-Up Completion Date and Time: Sept. 3, 2018 11:00 am

List all activities that will be conducted as a part of this event including street closures, traffic control, vendor booths, etc.

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

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

If food will be prepared on-site, a Temporary Food Permit must be obtained by the Environmental Health Department.

Will dumpsters be needed? Yes

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

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

Curtis Polk Jr 8-6-18

Signature of Applicant

Date

(5e)

Villarreal, Amber

From: Boyd, Ricky <RBoyd@waxahachiefire.org>
Sent: Wednesday, August 15, 2018 2:22 PM
To: Villarreal, Amber
Subject: RE: Event Application

I have no issues with this request.

Ricky Boyd, Fire Chief
Waxahachie Fire-Rescue
214-463-9335

From: Villarreal, Amber [mailto:avillarreal@waxahachie.com]
Sent: Wednesday, August 15, 2018 2:18 PM
To: Smith, John <jsmith@waxahachie.com>; Boyd, Ricky <RBoyd@waxahachiefire.org>; Wade Goolsbey <wgoolsby@waxahachiepd.org>
Subject: Event Application

Please review the attached event application and send me your comments/concerns by noon tomorrow, if possible.

Thank you for your assistance!

Amber Villarreal, TRMC
Assistant City Secretary
City of Waxahachie
Direct (469) 309-4006 | Fax (469) 309-4003 | PO Box 757, Waxahachie, Texas 75168
www.waxahachie.com

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(5e)

Villarreal, Amber

From: Smith, John
Sent: Wednesday, August 15, 2018 2:55 PM
To: Villarreal, Amber; Ricky Boyd; Wade Goolsbey
Subject: RE: Event Application

Approved, thanks.

John

From: Villarreal, Amber
Sent: Wednesday, August 15, 2018 2:18 PM
To: Smith, John <jsmith@waxahachie.com>; Ricky Boyd <rboyd@waxahachiefire.org>; Wade Goolsbey <wgoolsby@waxahachiepd.org>
Subject: Event Application

Please review the attached event application and send me your comments/concerns by noon tomorrow, if possible.

Thank you for your assistance!

Amber Villarreal, TRMC
Assistant City Secretary
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(5e)

Villarreal, Amber

From: Wade Goolsby <wgoolsby@waxahachiepd.org>
Sent: Friday, August 17, 2018 9:35 AM
To: Villarreal, Amber
Subject: RE: Event Application

No issues.

From: Villarreal, Amber [mailto:avillarreal@waxahachie.com]
Sent: Wednesday, August 15, 2018 2:18 PM
To: John Smith <jsmith@waxahachie.com>; Ricky Boyd <rboyd@waxahachiefire.org>; Wade Goolsby <wgoolsby@waxahachiepd.org>
Subject: Event Application

Please review the attached event application and send me your comments/concerns by noon tomorrow, if possible.

Thank you for your assistance!

Amber Villarreal, TRMC
Assistant City Secretary
City of Waxahachie
Direct (469) 309-4006 | Fax (469) 309-4003 | PO Box 757, Waxahachie, Texas 75168
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(5f)



Application for a Festival or Event Permit

Event Name and Description: WAXAHACHIE CHAUTAUQUA
Reception

Applicant Information

Name: KIRK HUNTER
Address: 1112 West Jefferson St.
City, State, Zip: Waxahachie, TX 75165 Phone: 214-693-8179
E-mail Address: KIRK.P.HUNTER@GMAIL.COM

Organization Information

Organization Name: Chautauqua Preservation Society
Address: P.O. Box 126, Waxahachie, TX 75168
Authorized Head of Organization: KIRK HUNTER, President
Phone: 214-693-8179 E-mail Address: KIRK.P.HUNTER@
gahkcs.com

Event Chairperson/Contact

Name: MAUREEN MOORE
Address: 1112 West Jefferson St.
City, State, Zip: Waxahachie, TX 75165 Phone: 972-937-8887
E-mail Address: KHMM@SBCGLOBE.NET

Event Information

Event Location/Address: Getzendaner Park / TENT
Purpose: Reception for event presenters, donors & members
Event Start Date and Time: Fri, Sept 28 6 - 8:30 pm

RECEIVED IN
CITY SECRETARY'S OFFICE
8/14/18
CITY OF WAXAHACHIE, TEXAS

(5f)

Event End Date and Time: Fri, Sept 28 8:30pm

Approximate Number of Persons Attending Event Per Day: 60

Site Preparation and Set-Up Date and Time: Fri Sept 28 9a-3pm

Clean-Up Completion Date and Time: Sat Sept 29 6pm

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

This Friday evening event is a reception and prelude for the Chautaugus event on Sat, Sept 29. The Friday eve event is an opportunity for donors, volunteers and members to meet some of the presenters and performers.

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

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

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

If food will be prepared on-site, a Temporary Food Permit must be obtained by the Environmental Health Department.

Will dumpsters be needed? NO

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

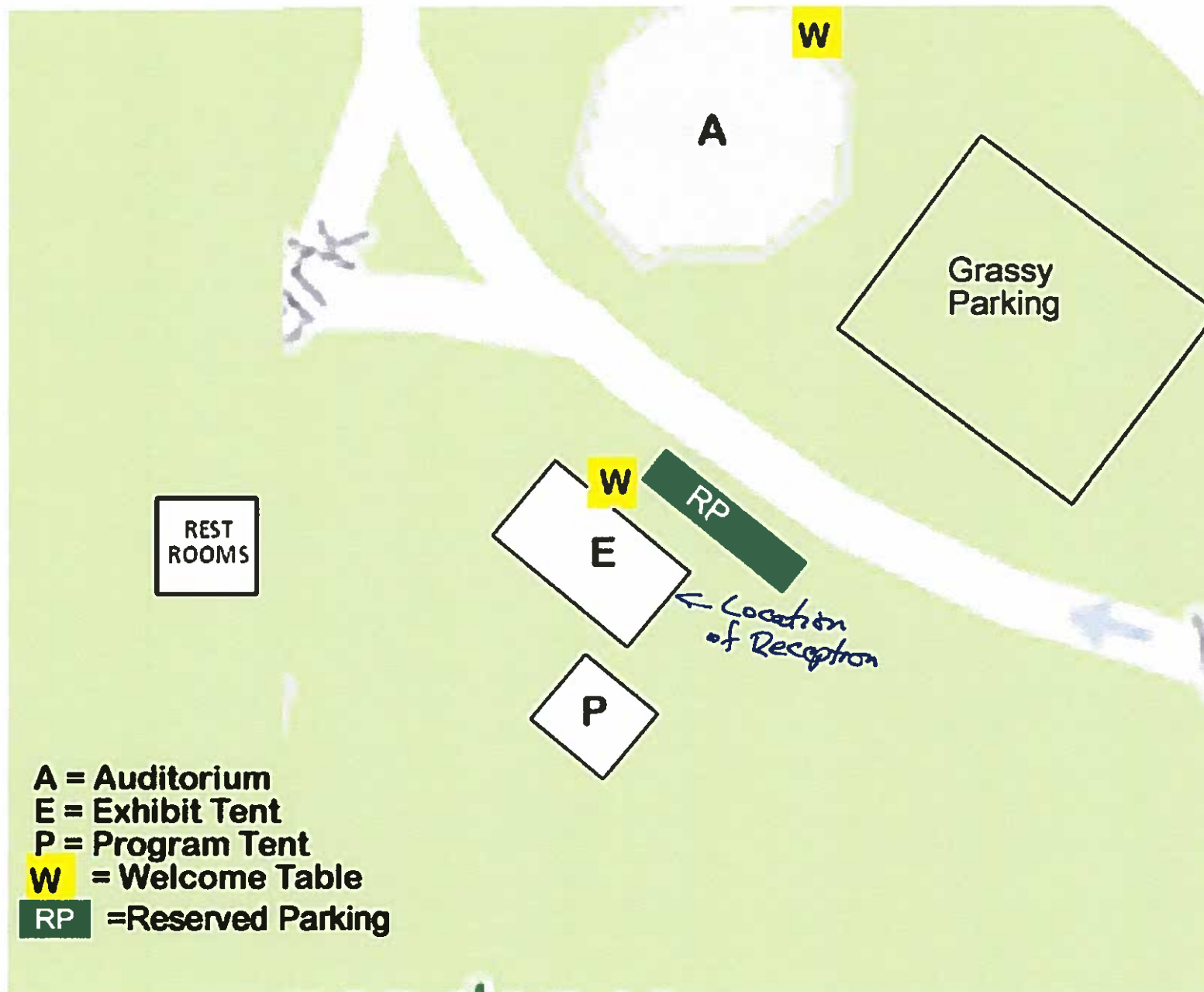
Please submit a site plan showing the layout of the event including equipment, stages, and street locations

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

[Signature]
Signature of Applicant

14 Aug 18
Date

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



(54)

(5f)

Villarreal, Amber

From: Boyd, Ricky <RBoyd@waxahachiefire.org>
Sent: Tuesday, August 14, 2018 1:04 PM
To: Villarreal, Amber
Subject: RE: Event Application-Chautauqua Reception

I have no issues with this request.

Ricky Boyd, Fire Chief
Waxahachie Fire-Rescue
214-463-9335

From: Villarreal, Amber [mailto:avillarreal@waxahachie.com]
Sent: Tuesday, August 14, 2018 11:49 AM
To: Smith, John <jsmith@waxahachie.com>; Boyd, Ricky <RBoyd@waxahachiefire.org>; Wade Goolsbey <wgoolsby@waxahachiepd.org>
Cc: Cartwright, Lori <lcartwright@waxahachie.com>; Scott, Michael <msscott@waxahachie.com>
Subject: Event Application-Chautauqua Reception

Please review the attached event application and let me know if you have any questions or concerns.

Thank you!

Amber Villarreal, TRMC
Assistant City Secretary
City of Waxahachie
Direct (469) 309-4006 | Fax (469) 309-4003 | PO Box 757, Waxahachie, Texas 75168
www.waxahachie.com

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(5f)

Villarreal, Amber

From: Smith, John
Sent: Tuesday, August 14, 2018 1:37 PM
To: Villarreal, Amber
Subject: RE: Event Application-Chautauqua Reception

Approved, thanks!

From: Villarreal, Amber
Sent: Tuesday, August 14, 2018 11:49 AM
To: Smith, John <jsmith@waxahachie.com>; Ricky Boyd <rboyd@waxahachiefire.org>; Wade Goolsbey <wgoolsby@waxahachiepd.org>
Cc: Cartwright, Lori <lcartwright@waxahachie.com>; Scott, Michael <msscott@waxahachie.com>
Subject: Event Application-Chautauqua Reception

Please review the attached event application and let me know if you have any questions or concerns.

Thank you!

Amber Villarreal, TRMC
Assistant City Secretary
City of Waxahachie
Direct (469) 309-4006 | Fax (469) 309-4003 | PO Box 757, Waxahachie, Texas 75168
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7



Memorandum

To: Honorable Mayor and City Council
From: Anita Brown *AB*
Thru: Michael Scott, City Manager *[Signature]*
Date: August 14, 2018
Re: Mid-Season Farmers Market Report

I would like to place the following item on the City Council agenda for the meeting to be held on August 20, 2018:

Mid-Season Farmers Market report

The Waxahachie Downtown Farmers Market is in its 16th year of operation. The season this year is set to run from April 28th through October 27th. The season is 27 weeks this year. Week #14 (July 28th) was the mid-point of the season.

Attached is a listing of the weekly reported sales totals for the first 14 weeks of the season.

If you need anything else from me, please let me know.

Anita Brown

Farmer's Market Weekly Totals
April 28, 2018 to July 28, 2018

| | | |
|--------------|---------------------|--|
| 4/28 | \$ 8,576.50 | 29 Vendors (Grand Opening, KBEC Remote) |
| 5/5 | \$ 6,404.00 | 28 Vendors (Cinco de Mayo) |
| 5/12 | \$ 6,908.78 | 32 Vendors (Mother's Day weekend) |
| 5/19 | \$ 5,771.00 | 26 Vendors |
| 5/26 | \$ 7,610.27 | 29 Vendors (Memorial Day weekend) |
| 6/2 | \$ 7,190.50 | 27 Vendors (Gingerbread Trail) |
| 6/9 | \$ 8,057.90 | 32 Vendors (Junk in the Trunk) |
| 6/16 | \$ 6,399.48 | 25 Vendors (Craft Beer & Music Festival) |
| 6/23 | \$ 7,674.50 | 27 Vendors (Rotary Bike Ride) |
| 6/30 | \$ 6,531.65 | 25 Vendors |
| 7/7 | \$ 7,118.80 | 27 Vendors |
| 7/14 | \$ 6,658.49 | 22 Vendors |
| 7/21 | \$ 7,601.21 | 24 Vendors (MG Grill Fest; Blues Brothers) |
| 7/28 | \$ 6,760.48 | 26 Vendors (KBEC Remote) |
| Total | \$ 99,263.56 | |

(8 + 9)

Planning & Zoning Department Plat Staff Report

Case: RP-18-0118



MEETING DATE(S)

Planning & Zoning Commission: August 14, 2018

City Council: August 20, 2018

CAPTION

Consider request by Michael Davis, Bannister Engineering, for a Replat of Lot 16, Block 5, Spanish Grant, Phase II to create Lots 16R1 and 16R2, Block 5, Spanish Grant, Phase II, being 3.292 acres out of the William Ferrell Survey, Abstract 349 (Property ID 155968) in the Extra Territorial Jurisdiction – Owner: NIX JOHNNY E & CARI D (RP-18-0118)

CASE INFORMATION

Applicant: Michael Davis, Bannister Engineering

Property Owner(s): Johnny E. & Cari D. Nix

Site Acreage: 3.292 acres

Number of Lots: 2 lots

Number of Dwelling Units: 2 units

Park Land Dedication: N/A (ETJ)

Adequate Public Facilities: Buena Vista-Bethel SUD has indicated that their existing system can furnish the requested service in conformity with the Texas Commission on Environmental Quality standards for water distribution and the ISO fire flow requirements.

SUBJECT PROPERTY

General Location: 1085 Oak Branch Road

Parcel ID Number(s): 155968

Current Zoning: N/A (ETJ)

Existing Use: Currently undeveloped

Platting History: The final plat for Spanish Grant, Phase II, was approved by the Ellis County Commissioner's Court on September 28, 1973.

(8 + 9)

Site Aerial:



STAFF CONCERNS

1. Ellis County fees of \$460.00 remain outstanding.

RECOMMENDATION

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

- ☐ Denial
- ☒ Approval, as presented.
- ☐ Approval, per the following comments:

ATTACHED EXHIBITS

1. Plat drawing

APPLICANT REQUIREMENTS

1. If approved by City Council, within 30 days the applicant shall provide the Planning Department one revised electronic plan set that incorporates all comments.
2. Once the revised plans are provided, staff will verify all outstanding comments were satisfied.
 - a. If comments were not satisfied, then applicant will be notified to make corrections.
 - b. If all comments satisfied, applicant shall provide five signed, hard-copy plats.

STAFF CONTACT INFORMATION

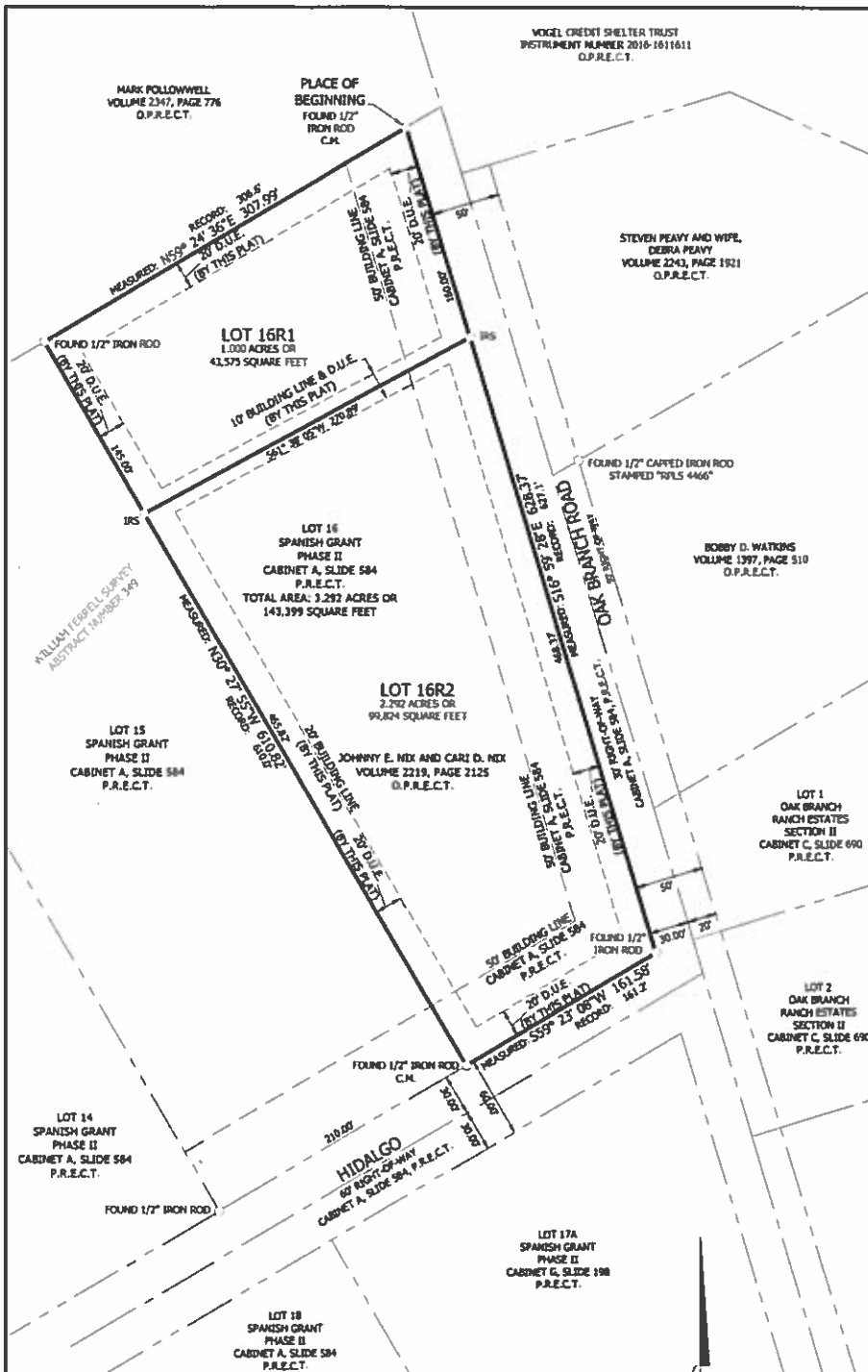
Prepared by:
Kelly Dent, MPA
Planner
kdent@waxahachie.com

Reviewed by:
Shon Brooks, AICP
Director of Planning
sbrooks@waxahachie.com

ACTION SINCE INITIAL STAFF REPORT

At the Planning & Zoning Commission meeting, held August 14, 2018, the Commission voted 7-0 to recommend approval of plat no. RP-18-0118, subject to staff comments.

(8 + 9)



GENERAL NOTES:

1. All bearings shown herein are based upon the Texas State Plane Coordinate System, NAD83 (CORIS), Texas North Central Zone (4202). All distances shown herein are surface distances.
2. According to surveyor's interpretation of information shown on the National Flood Insurance Program (NFIP) "Flood Insurance Rate Map" (FIRM), Community Panel No. 48139C0125F, dated June 3, 2011. The property appears to be within Zone "X" (unshaded), defined as "Areas determined to be outside the 0.2% annual chance floodplain" zone as defined by the U.S. Department of Housing and Urban Development, Federal Insurance Administration, or the Federal Emergency Management Agency.
- The above referenced "FIRM" map is for use in administering the "NFIP"; it does not necessarily show all areas subject to flooding, particularly from local sources of small size, which could be flooded by severe, concentrated rainfall coupled with inadequate local drainage systems. There may be other streams, creeks, low areas, drainage systems or other surface or subsurface conditions existing on or near the subject property which are not studied or addressed as a part of the "NFIP".
3. The subject lots are to be served by on-site septic systems.

STATE OF TEXAS §
COUNTY OF ELLIS §

Certificate of Approval by the Commissioner's Court of Ellis County, Texas.

Approved this date, the ____ day of ____, 2018.

Honorable Carol Bush, County Judge

Attest:

Cindy Polley, County Clerk

APPROVED BY: Planning and Zoning Commission City of Waxahachie

By: _____ Date: _____
Chairperson

APPROVED BY: City Council
City of Waxahachie

By: _____ Date: _____
Mayor

Attest:
By: _____ Date: _____

STATE OF TEXAS §
COUNTY OF ELLIS §

Certificate of Approval by the Commissioner's Court of Ellis County, Texas.

Approved this date, the ____ day of ____, 2018.

By: _____ Date: _____
Randy Stinson, Commissioner Precinct 1

By: _____ Date: _____
Lane Grayson, Commissioner Precinct 2

By: _____ Date: _____
Paul Perry, Commissioner Precinct 3

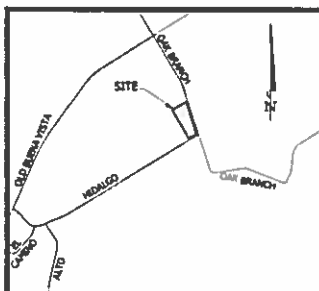
By: _____ Date: _____
Kyle Butler, Commissioner Precinct 4

Attest:
By: _____ Date: _____
Cindy Polley, County Clerk

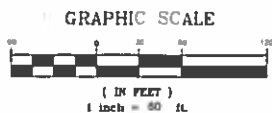
This plat has approval by the Department of Development for an on-site sewage facility system pending any and all information as may be required by the Ellis County Department of Development.

Date: _____
Department of Development

| LEGEND | |
|---------------------|--|
| N | NORTH |
| S | SOUTH |
| E | EAST |
| W | WEST |
| ° | DEGREES |
| ' | MINUTES/FEET |
| '' | SECONDS/INCHES |
| BL | BUILDING LINE |
| U.E. | UTILITY EASEMENT |
| D.U.E. | DRAINAGE & UTILITY EASEMENT |
| SF | SQUARE FEET |
| C.M. | CONTROL MONUMENT |
| D.R.E.C.T. | DEED RECORDS |
| ELLIS COUNTY, TEXAS | |
| P.R.E.C.T. | PLAT RECORDS |
| ELLIS COUNTY, TEXAS | |
| IRS | 5/8" IRON ROD WITH CAP STAMPED "RPLS 4836" SET |



VICINITY MAP
SCALE: 1" = 2000'
ELLIS COUNTY, TEXAS



REPLAT OF LOT 16 TO CREATE LOTS 16R1 & 16R2 SPANISH GRANT, PHASE II

3.292 acres out of the
William Ferrell Survey,
Abstract Number 349
Ellis County, Texas

2 Lots
Date Prepared: May 2018
SHEET 1 OF 2

CASE: RP-18-0118

BANNISTER
ENGINEERING
240 North Mitchell Road | Mansfield, TX 76063 | 817.842.2094 | 817.842.2095 fax
TBLPS REGISTRATION NO. 10193823 PROJECT NO.: 999-18-042

OWNER:
JOHNNY E. NIX AND CARL D. NIX
1085 N. OAK BRANCH ROAD
WAXAHACHIE, TEXAS 75167
PHONE: 972-825-6696
ENGINEER / SURVEYOR:
BANNISTER ENGINEERING, LLC
240 NORTH MITCHELL ROAD
MANSFIELD, TEXAS 76063
CONTACT: MICHAEL DAVIS, RPLS
PHONE: 817-842-2094
Mika@bannistereng.com

(8 + 9)

CASE RP-18-0118

SUPPORT 1

OPPOSE 0

Request by Michael Davis, Bannister Engineering, for a **Replat** of Lot 16, Block 5, Spanish Grant, Phase II to create Lots 16R1 and 16R2, Block 5, Spanish Grant, Phase II, being 3.292 acres out of the William Ferrell Survey, Abstract 349 (Property ID 155968) in the Extra Territorial Jurisdiction – Owner: NIX JOHNNY E & CARI D (RP-18-0118)

SUPPORT

1. Curtis/Shawn Shiflett, 1030 N. Oak Branch Road, Waxahachie, TX 75167
 - a. “Support only if restrictions of 80/20 brick/hardy board and minimum of 2,000 square feet.”

(8 + 9)



City of Waxahachie, Texas
Notice of Public Hearing
Case Number: **RP-18-0118**



SHIFLETT CURTIS & SHAWN
1030 N OAK BRANCH RD
WAXAHACHIE, TX 75167

The Waxahachie City Council will hold a Public Hearing on Monday, August 20, 2018 at 7:00 p.m. in the Council Chamber at the Waxahachie City Hall, 401 South Rogers Street, Waxahachie, Texas to consider the following:

Request by Michael Davis, Bannister Engineering, for a Replat of Lot 16, Block 5, Spanish Grant, Phase II to create Lots 16R1 and 16R2, Block 5, Spanish Grant, Phase II, being 3.292 acres out of the William Ferrell Survey, Abstract 349 (Property ID 155968) in the Extra Territorial Jurisdiction – Owner: NIX JOHNNY E & CARI D (RP-18-0118)

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: planningandzoning@waxahachie.com for additional information on this request.

Case Number: **RP-18-0118** ☒ SUPPORT ☐ OPPOSE

Comments: ⊗ Support only if restrictions of 80/20 Brick/Hardw/Board
and min. of 2,000 sq. ft.

Your response to this notification is **OPTIONAL**. If you choose to respond, please return this form by 5:00 P.M. on **WEDNESDAY, AUGUST 8, 2018** to ensure inclusion in the Agenda Packet. Forms can be e-mailed to planningandzoning@waxahachie.com.

Curtis Shiflett, Shawn Shiflett
Signature

8/5/18
Date

CURTIS SHIFLETT
Printed Name and Title
Shawn Shiflett

1030 N. Oak Branch Rd.
Address Waxahachie, Tx 75167

(10 + 11)

Planning & Zoning Department

Plat Staff Report

Case: RP-18-0117



MEETING DATE(S)

Planning & Zoning Commission: August 14, 2018

City Council: August 20, 2018

CAPTION

Consider request by Chris Acker, Acker Construction, for a Replat of Lot SPT 1 Block 194 of the Town Addition to create Lot 1, Block A, Dunlap Addition, 0.395 acres (Property ID 234842) – Owner: SOUTHFORK LLC (RP-18-0117)

CASE INFORMATION

Applicant: Chris Acker, Acker Construction

Property Owner(s): Southfork LLC

Site Acreage: 0.395 acres

Number of Lots: 1 lot

Number of Dwelling Units: 1 units

Park Land Dedication: N/A

Adequate Public Facilities: Yes

SUBJECT PROPERTY

General Location: 115 Dunlap

Parcel ID Number(s): 234842

Current Zoning: Single Family-3 (SF3)

Existing Use: Currently undeveloped

Platting History:

Staff has been unable to locate a copy of the Town plat at the Ellis County Clerk's Office. However, Block 194 is shown in the 1946 Hawkins Map. The Hawkins Map depicts Block 194 as extending from Marvin Avenue south to Dunlap Street, and east to Bradshaw Street. No replat of Block 194 has been located in the Ellis County records. Therefore, the applicant will need to obtain signatures from the other seven properties that are part of Block 194. The applicant is aware of this.

(10 + 11)

Site Aerial:



STAFF CONCERNS

1. If Block 194 has not been replatted previously, the plat will need to show all of the current Block 194, and signatures will be required before this plat can be filed.

RECOMMENDATION

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

- ☐ Denial
- ☐ Approval, as presented.
- ☒ Approval, per the following comments:
 1. If Block 194 has not been replatted previously, the plat will need to show all of the current Block 194, and signatures will be required before this plat can be filed.

ATTACHED EXHIBITS

1. Plat drawing
2. Ordinance No. 1735
3. City Council minutes from November 4, 1991

APPLICANT REQUIREMENTS

1. If approved by City Council, within 30 days the applicant shall provide the Planning Department one revised electronic plan set that incorporates all comments.
2. Once the revised plans are provided, staff will verify all outstanding comments were satisfied.
 - a. If comments were not satisfied, then applicant will be notified to make corrections.
 - b. If all comments satisfied, applicant shall provide five signed, hard-copy plats.

(10 + 11)

CASE RP-18-0117

***SUPPORT* 2**

***OPPOSE* 2**

Request by Chris Acker, Acker Construction, for a **Replat** of Lot SPT 1 Block 194 of the Town Addition to create Lot 1, Block A, Dunlap Addition, 0.395 acres (Property ID 234842) – Owner: SOUTHFORK LLC (RP-18-0117)

SUPPORT

1. Chris Acker, 130 Chieftain, #103, Waxahachie, TX 75165
2. Brad Yates, PO Box 2868, Waxahachie, TX 75168

OPPOSE

1. Elizabeth Lacy, 303 Sadler Street, Waxahachie, TX 75165
 - a. "No I do not want to sell property."
2. Lula Jefferson, 305 Sadler, Waxahachie, TX 75165

(10 + 11)



RECEIVED
8/2/18

City of Waxahachie, Texas
Notice of Public Hearing
Case Number: **RP-18-0117**



SOUTHFORK LLC
130 CHIEFTAIN DR STE 103
WAXAHACHIE, TX 75165

The Waxahachie City Council will hold a Public Hearing on Monday, August 20, 2018 at 7:00 p.m. in the Council Chamber at the Waxahachie City Hall, 401 South Rogers Street, Waxahachie, Texas to consider the following:

Request by Chris Acker, Acker Construction, for a Replat of Lot SPT 1 Block 194 of the Town Addition to create Lot 1, Block A, Dunlap Addition, 0.395 acres (Property ID 234842) – Owner: SOUTHFORK LLC (RP-18-0117)

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: planningandzoning@waxahachie.com for additional information on this request.

Case Number: **RP-18-0117** ☒ SUPPORT ☐ OPPOSE

Comments: _____

Your response to this notification is **OPTIONAL**. If you choose to respond, please return this form by 5:00 P.M. on **WEDNESDAY, AUGUST 8, 2018** to ensure inclusion in the Agenda Packet. Forms can be e-mailed to planningandzoning@waxahachie.com.

Signature

Date

Printed Name and Title

Address

(10 + 11)



RECEIVED
8/2/18

City of Waxahachie, Texas
Notice of Public Hearing
Case Number: **RP-18-0117**



LOREN GRAY INVESTMENTS LLC
PO BOX 2868
WAXAHACHIE, TX 75168

The Waxahachie City Council will hold a Public Hearing on Monday, August 20, 2018 at 7:00 p.m. in the Council Chamber at the Waxahachie City Hall, 401 South Rogers Street, Waxahachie, Texas to consider the following:

Request by Chris Acker, Acker Construction, for a Replat of Lot SPT 1 Block 194 of the Town Addition to create Lot 1, Block A, Dunlap Addition, 0.395 acres (Property ID 234842) – Owner: SOUTHFORK LLC (RP-18-0117)

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: planningandzoning@waxahachie.com for additional information on this request.

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Comments: _____

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Signature

Printed Name and Title

Date

Address

Brad Yates
manager

7/31/18
PO Box 2868 Wax, TX 75168

(10 + 11)

Case Number: RP-18-0117 _____ SUPPORT ☒ OPPOSE

Comments: No I do not want to sell property

Your response to this notification is OPTIONAL. If you choose to respond, please return this form by 5:00 P.M. on **WEDNESDAY, AUGUST 8, 2018** to ensure inclusion in the Agenda Packet. Forms can be e-mailed to planningandzoning@waxahachie.com.

Elizabeth Lacy
Signature

July 31, 2018
Date

Elizabeth Lacy
Printed Name and Title

303 Sader St Waxahachie, TX 75165
Address

RECEIVED
8/2/18

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

(10 + 11)

Case ~~RP-18-0117~~ RP-18-0117

Request by Chris Acker. Acker Construction,
for a Replat of Lot SPT 1 Block 194 of
the Town Addition to Create Lot 1, Block A,
Dunlap Addition, 0.395 acres. (Property ID 231842).
Owner - Southfork LLC (RP-18-0117)

Support:

Oppose:

| | |
|----------------|---------------------------|
| Elizabeth Lacy | Elizabeth Lacy 303 Sadler |
| Zula Jefferson | ZULA JEFFERSON |
| | 305 S ADLER |

(12)

Planning & Zoning Department

Zoning Staff Report

Case: PD-18-0079



MEETING DATE(S)

Planning & Zoning Commission: August 14, 2018

City Council: August 20, 2018

CAPTION

Public Hearing on a request by Verlin Taylor, VKT Associates, for a Zoning Change from a Commercial zoning district to **Planned Development-Commercial, with Concept Plan**, located at 1501 Dr. Martin Luther King Jr Blvd., being 272 S M DURRETT 0.3426 ACRES (Property ID 182074) - Owner: VKT ASSOCIATES LLC (PD-18-0079)

CASE INFORMATION

Applicant: Verlin Taylor, VKT Associates

Property Owner(s): VKT Associates LLC

Site Acreage: 0.3426 acres

Current Zoning: Commercial

Requested Zoning: Planned Development-Commercial

SUBJECT PROPERTY

General Location: 1501 Dr. Martin Luther King Jr. Blvd

Parcel ID Number(s): 182074

Existing Use: Currently undeveloped

Development History: S.M. Durrett Survey, Abstract No. 272

Adjoining Zoning & Uses:

| Direction | Zoning | Current Use |
|-----------|--------|-------------------------|
| North | SF3 | Church |
| East | C | Single family residence |
| South | C | Single family residence |
| West | LI1 | Currently undeveloped |

Future Land Use Plan: Commercial

Comprehensive Plan:

Commercial areas are intended for establishments that provide services to customers. Examples include car dealerships, self-storage businesses, and repair shops. Such uses are generally not significant contributors to a municipality's tax revenue, and, by their nature, commercial businesses can detract from positive aesthetics. Primarily for these reasons, commercial uses have generally only been recommended in locations consistent with where such uses currently exist.

Thoroughfare Plan:

The site is located at the southeast intersection of Graham Street and Dr. Martin Luther King, Jr., Boulevard (Business HWY 287). MLK is a Major Thoroughfare B (110' ROW). The site has a culvert onto Graham Street.

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

The applicant seeks to establish a food truck park business at the site to serve nearby residents and businesses. The food park would be open three days per week (Thursday through Saturday).

Staff does recognize the importance of providing food options in the area, however concerns remain with the development as proposed, including parking, and circulation within the site.

At the present time, the applicant does not plan for on-site parking of customer vehicles. The applicant has informed staff that the intent is for customers to walk to the site, and then either take their purchases to another location to eat, or to eat at the tables provided. An updated concept has been provided to staff, however, this plan has not been fully vetted. Staff does not support a plan for restaurant services outside the Central Area (CA) that do not include on-site parking, because this is a requirement in Commercial (C) zoning districts, the City has a duty to ensure that traffic to a site is contained within that site, and the City's wish to avoid the risk of customers parking along Graham Street.

Staff is concerned about the provisions for trash. At this point, the applicant intends to handle trash generated at the site via on-site trash cans, as shown on the site plan. The updated concept plan does include a dumpster, but lacks the required screening and the location has not been agreed upon. If a dumpster is installed on-site, it would need to meet the requirements set by the City's Zoning Ordinance, that it be screened by a masonry wall, with shrubbery to screen the masonry, and be in an approved location on the site.

PD DEVELOPMENT STANDARDS

The following table identifies the development standard requirements in the base zoning district in comparison to the proposed development standards for this PD.

| Base Zoning Requirement | Proposed Development Standard |
|--------------------------------|---|
| Paved parking lot | Multi-colored gravel that matches the décor of the food park. |

PUBLIC NOTIFICATIONS

To comply with State law contained in Local Government Code Chapter 211 and the City's public hearing notice requirements, 21 notices were mailed to property owners within 200 feet of the request. In addition, a notice was published in the Waxahachie Daily Light and a sign was visibly posted at the property on 05/25/2018.

STAFF CONCERNS

1. Parking is shown on-site but must be sufficient for the development.
2. Provide parking and driveway layout to access and exit the site.

APPLICANT RESPONSE TO CONCERNS

1. Applicant met with staff and submitted revisions. The above comments remain outstanding.

RECOMMENDATION

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

- ☐ Denial
- ☐ Approval, as presented.
- ☐ Approval, per the following comments:
 1. If checking the last box, then include the comments recommended for P&Z and City Council to use as discussion points.

ATTACHED EXHIBITS

1. Survey
2. Concept plan
3. Strategic plan
4. Planned vendor list
5. Illustration of permanent food concession trailer
6. Photograph of permanent food concession trailer
7. Illustration of restrooms
8. Photograph of restrooms
9. Site plan and landscape plan
10. Paving details and general notes
11. Safety and treatment details
12. Water and wastewater details
13. Pedestrian handrail details
14. Shared parking agreement

APPLICANT REQUIREMENTS

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

STAFF CONTACT INFORMATION

Prepared by:
 Kelly Dent, MPA
 Planner
kdent@waxahachie.com

Reviewed by:
 Shon Brooks, AICP
 Director of Planning
sbrooks@waxahachie.com

ACTION SINCE INITIAL STAFF REPORT

At the Planning & Zoning Commission meeting, held June 12, 2018, the Commission voted to recommend continuance of zoning change PD-18-0079.

Since that time, the applicant has had a number of meetings and conversations with City staff to address a number of concerns and has received confirmation from TxDOT that a driveway off MLK would not be permitted. This necessitated a large scale redesign of the site plan to account for all vehicular traffic for the site coming off Graham Street.

Presently, staff have received a resubmittal that addresses a number of the City's concerns, however, the applicant and staff do recognize that this development may create other questions that need to be answered in the future. Staff's recommendation has changed to, "Additional consideration may be required." There are two Engineering comments:

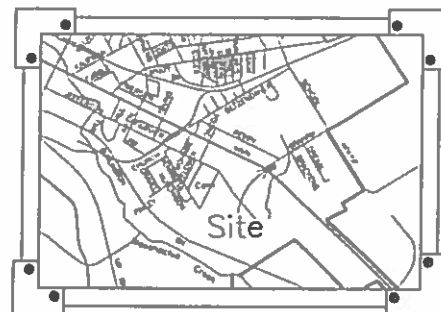
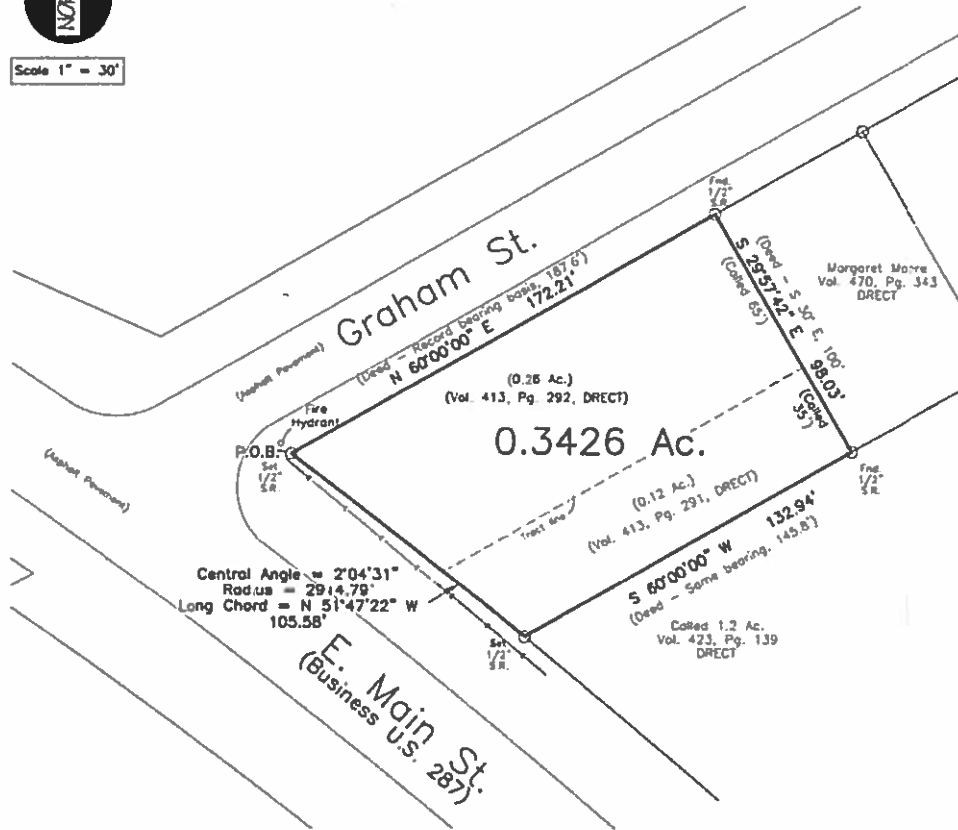
1. Handrail cannot be within 8 feet from street without curb. Consider extending the storm pipe away from the headwalls and eliminating the handrails.
2. May need additional support over the water line or lower the water line.

Applicant is aware of the need to plat the property before building permits can be pulled.

At the Planning & Zoning Commission meeting, held August 14, 2018, the Commission voted 5-2 to recommend denial of zoning change PD-18-0079. The applicant has appealed that recommendation.



Scale 1" = 30'



LOCATION MAP SCALE : 1" = 2000'

| LEGEND | |
|--------|------------------------|
| ○ | Property Corner Symbol |
| △ | Found |
| S.R. | Steel Rod |
| S.P. | Steel Pipe |
| S.E. | Utility Encasement |
| P.P. | Utility Pole |
| 400' | Right of Way |
| P.O.B. | Point of Beginning |
| C/L | Centerline |
| → | Drainage Flow |
| ± | Soil Direction |

FIELD NOTES
0.3426 Acres

BEING all that certain lot, tract, or parcel of land in the S.M. DURITT SURVEY, Abstract No. 272, in the City of Waxahachie, and being all of a certain 0.26 acre tract of land described in Volume 413, Page 212, Deed Records, Ellis County, Texas, (DIRECT), and all of a certain 0.12 acre tract of land as described in Volume 413, Page 291, DIRECT, (the two tracts of land being contiguous and herein described as one tract), and being more particularly described as follows:

BEGINNING at a 1/2" steel rod set in the intersection of the northeast line of E. Main Street, (a public road), with the southeast line of Graham Street, (a public road), for the west corner of this tract and being the current west corner of the said 0.26 acre tract;

THENCE N 60°00'00" E, 172.21 feet, (Deed - Record bearing base, 187.6 feet), along the northeast line of this tract and some for the said 0.26 acre tract and along the southeast line of Graham Street to a 1/2" steel rod found for the north corner of the tract and some for the said 0.26 acre tract and being the west corner of a tract of land conveyed to B. McCuller and recorded in Volume 478, Page 59, DIRECT;

THENCE S 29°57'42" E, (Deed - S 30° E), along the northeast line of this tract and some for the 0.24 acre tract and along the southeast line of the McCuller Tract at approximately 55 feet pass the east corner of the 0.26 acre tract and the north corner of the called 0.12 acre tract, continuing along the northeast line of the called 0.12 acre tract, on all, 98.03 feet to a 1/2" steel rod found for the east corner of the called 0.12 acre tract and some for this tract and being the south corner of the McCuller Tract and which lies in the northeast line of a tract of land conveyed to M. Haywood by deed and as recorded in Volume 4213, Page 139, DIRECT;

THENCE S 60°00'00" W, 132.94 feet, (Deed - Same bearing, 145.8 feet), along the southeast line of the tract and some for the said 0.12 acre tract and along the northeast line of the said Haywood Tract to a 1/2" steel rod set in the northeast line of E. Main Street for the south corner of the tract and the current south corner of the said 0.12 acre tract and being the current west corner of the said Haywood Tract and also which lies in a curved line oriented counter clockwise and whose radius point bears S 39°14'33" W;

THENCE along the arc of said curve and southwest line of the 0.12 acre tract and the 0.26 acre tract and along the northeast line of E. Main Street as follows: (Central Angle = 2°04'31" Radius = 2914.79 feet, Long Chord = N 51°47'22" W, 105.58 feet), at approximately 36.95 feet pass the current east corner of the 0.12 acre tract and the current south corner of the called 0.65 acre tract, in all, 105.58 feet to the POINT OF BEGINNING and containing approximately 0.3426 acre of land.

SURVEYORS CERTIFICATE

TO THE LIEN HOLDERS AND/OR THE OWNERS AND/OR THE PURCHASERS OF THE

PREMISES SURVEYED AND TO:

I hereby certify that in May, 2004, this survey was made on the ground as per the field notes shown on this survey and is true, correct and accurate as to the boundaries and area of the subject property and the site, location and type of buildings and improvements thereon, if any, and as to the other matters shown hereon, and correctly shows the location of all visible easements and rights-of-way.

Except as shown on this survey, there are no encroachments upon the subject property by improvements on adjacent property, there are no encroachments on adjacent property, streets or others by any improvements on the subject property and there are no conflicts or professions.

I further certify to the following conditions:

1. That no portion of the said tract lies within a Special Flood Hazard Boundary according to the Flood Insurance Rate Map for Ellis County, Texas, Community # 48139C0185.
2. This survey reflects the above ground (visible) location of utilities. The surveyor makes no guarantee that the utilities shown comprise all such utilities in the area, either in service, or abandoned. Further, the surveyor does not warrant that the underground utilities shown are in the exact location indicated. Underground utilities which may affect the property were not located during the course of the survey, but has made an attempt to locate as accurately as possible any underground utility indicated by above ground evidence.
3. Information in parentheses are from public records (Deed calls).
4. Bearing sources are as per record plat or field notes description.
5. This survey was prepared in conjunction with 2004. The easements, rights-of-way, or other encroachments noted hereon are according to the Schedule B thereon. The surveyor has not abstracted the property. Based on the easements and/or deeds furnished by the abovementioned title company, the following do not appear to affect the subject property:

6. Unless otherwise labeled, all property corners indicated as "Set" are 1/2" diameter steel rods with yellow plastic caps marked (RPLS 4466).
7. This survey substantially complies with the current Texas Society of Professional Surveyors Standards and Specifications for a Category 1B Condo 6 Survey.

Walter Kevin Davis
Walter Kevin Davis, RPLS # 4466
Davis & McDill

5/24/04

Date



SURVEY PLAT
0.3426 Ac.
S.M. Duritt Survey, Abst. 272
City of Waxahachie
Ellis County, Texas

REVISIONS BY

| | |
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| | |
| | |
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| | |

DAVIS & MCDILL, Inc.

ENGINEERS
D&M
SURVEYORS

Date: 5/24/04

Scale: 1" = 30'

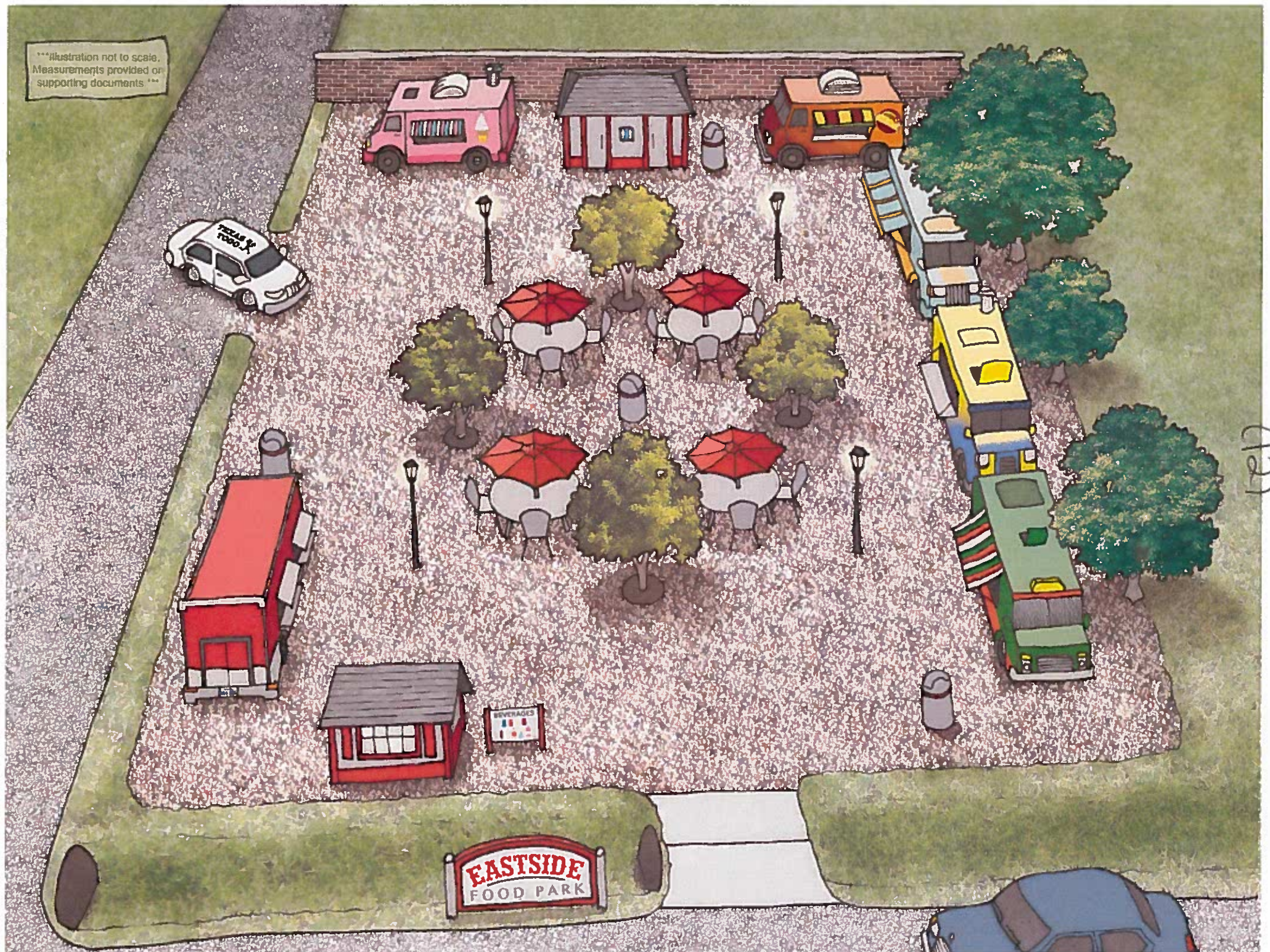
Drawn: WKD

Job: 204-0422

Sheet 1
of 1 sheets.

(21)

***Illustration not to scale.
Measurements provided on
supporting documents.***



(12)

(12)

EASTSIDE FOOD PARK – STRATEGIC PLAN

Our Mission

EASTSIDE Food Park (EFP) will provide a variety of foods such as seafood, BBQ, pasta, chicken, sandwiches and bakery items with complementary prices. Management will build relationships with specialty food truck vendors. EFP will foster relationships with organizations and businesses who prefer food delivered for lunch and during special events.

Our Core Values

- 1) Client focus - EFP wants all vendors to provide great customer service and a good experience for Waxahachie residents and out of town visitors
- 2) Integrity – maintain honesty and respect for individuals and businesses
- 3) Leadership – employ food consultants to enhance the operations of the food park
- 4) Professionalism – to be professional in our actions to residents and business owners
- 5) Excellence – continue to pursue knowledge and keep staff trained to improve efficiency
- 6) Community service – find one or two schools in the area to support. (Turner, Oliver E Clift)

Competitive Advantages

- 1) Opportunity for growth as the east side of town is developed
- 2) Advanced POS systems will be used to increase sales, offer promotions and engage with third party vendors
- 3) Management and consultant staff have over 18 years of experience
- 4) Permanent location with no current competition to serve
 - a. Up to 3,719 estimated residents within one mile of food park (pop fact demographics)
 - b. Percentage of 1,537 daily drivers on MLK by driver license office (TXDOT traffic count)
 - c. Percentage of 24,530 drivers on 287 Bypass from Ennis, Corsicana or Rice who may cut through Park School Road headed to downtown Waxahachie (TXDOT traffic count)
 - d. Driver license customers and industrial business employees on MLK.

Organization – Wide Strategies

2018 -

- Open food park between late September and October 15th
- Join Waxahachie Chamber of Commerce in August or September
- Build relationships with 3 to 5 food truck vendors
- Service residents in the immediate area
- Offer discounts to groups for lunch in the area.

2019 -

- Execute market strategy to offer food throughout the city of Waxahachie
- Build permanent relationships with 5 food truck vendors
- Participate in city-wide events.

(12)

Planned vendor use for development

*Texas Tree Farms
Waxahachie, Texas*

Purpose: Red Oak, Chinese Pistache, Crape Myrtle trees and irrigation

*Mueller, Inc
Waxahachie, Texas*

Purpose: Material for 300 square foot steel building for beverage serving

*Randy Hughes
Former Commander
VFW Post 3894*

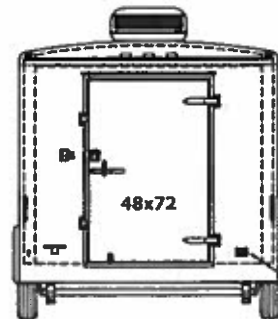
Purpose: Excavation, gravel, concrete pads for permanent concession trailer, restroom and steel building

*Davis & MCDill
Waxahachie, Texas*

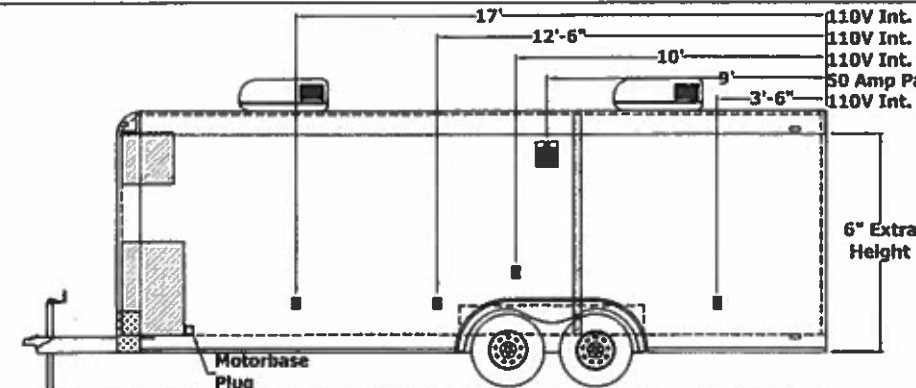
Purpose: Create plans for submission to TXDOT for driveway approach

*Venus Construction
Mansfield, Texas*

Purpose: Construction of driveway approach



Exterior GFCI
(Behind Door
Swing)



110V Int. Recept (12"AFF)
110V Int. Recept (12"AFF)
110V Int. Recept (24"AFF)
50 Amp Panel (64"AFF)
110V Int. Recept (12"AFF)

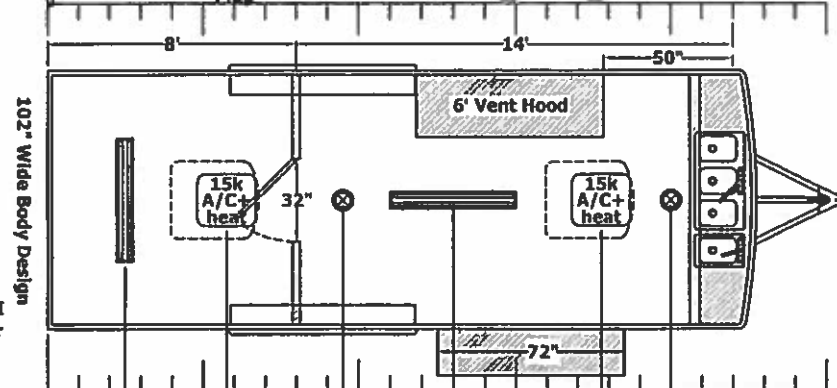
Salesman Signature

Dealer Signature

Customer Signature

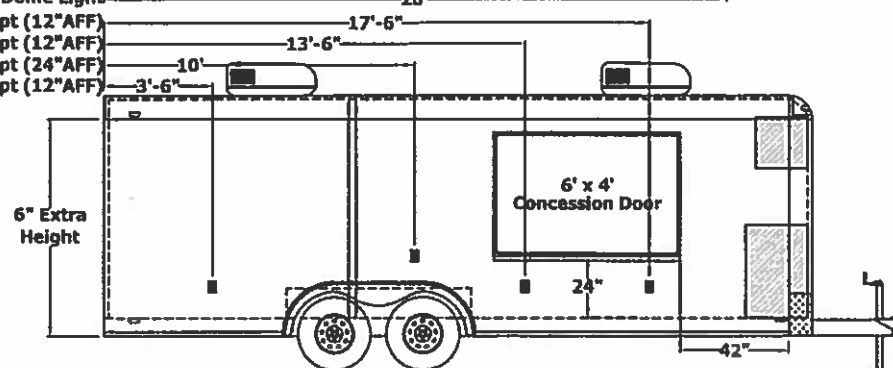
ALL Signatures Required

Production Lead Times Based on the
Date the Order and Print are Signed
Drawn By: CB



48" Fluorescent Light
15K A/C+Heat
Dome Light
48" Fluorescent Light
15K A/C+Heat
Dome Light
110V Int. Recept (12"AFF)
110V Int. Recept (12"AFF)
110V Int. Recept (24"AFF)
110V Int. Recept (12"AFF)

-Bead Board Insulation (Styrofoam)
-3/16" White Vinyl Wall Liner
-Insulated Ceiling 3/16" White Vinyl Liner
-Black & White Checkerboard Vinyl Floor Liner
-.080 Top Wrap

**ACTUAL PRODUCT MAY VARY SLIGHTLY FROM THIS PRINT**

This drawing contains private and confidential information that is property of Forest River Inc., a Berkshire Hathaway company.

(12)



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CATALOG

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PIONEER

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TIOGA SPECIAL



ROCKY MOUNTAIN



DOUBLE CASCADIAN



DOUBLE ROCKY MOUNTAIN

VAULT MODELS

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Contractors-Uniform

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Pre-Engineered, Pre-Plumbed, Pre-Wired

Gunnison

The Gunnison is our standard ADA compliant, Sweet Smelling Technology single vault toilet building. The single vault toilet buildings are designed to meet or exceed the effects of a Zone-4 earthquake, a 120-mph wind load and a 350-pound per square foot snow load.

Cascadian

The Cascadian meets A.D.A., and Sweet Smelling Technology guidelines. The unique textures and steeper roof pitch give it a distinctive look much like the old CCC designed buildings.

Rocky Mountain

The Rocky Mountain meets A.D.A., and Sweet Smelling Technology guidelines. The Rocky Mountain takes concrete textures to a new level with cast in rock texture that truly looks like rock.

Tioga Special and Tioga Special with Chase

Tioga Special is our standard ADA compliant, Sweet Smelling Technology double vault toilet building. The double vault buildings are designed to meet or exceed the effects of Zone-4 earthquake, a 120-mph wind load and a 250-pound per square foot snow load. The Tioga Special with Chase provides a storage area between the toilet rooms.

Double Cascadian and Double Cascadian with Chase

The Double Cascadian meets A.D.A., and Sweet Smelling Technology guidelines. Like the single Cascadian, The Double Cascadian has unique textures and steeper roof pitch providing the distinctive CCC look in a double vault configuration. The Double Cascadian with Chase provides a storage area between the toilet rooms.

Double Rocky Mountain and Double Rocky Mountain with Chase

The Double Rocky Mountain meets A.D.A., and Sweet Smelling Technology guidelines. This model has our unique rock texture and a distinctive window design. The Double Rocky Mountain with Chase provides a storage area between the toilet rooms.

Ozark I

CXT Ozark I is an economical single flush building that meets ADA. It has a small foot print and is designed to withstand a Zone-4 earthquake, 250 pound per square foot snow load, 120-mph wind load. It comes complete with all plumbing and electrical ready to connect to your site.

Cortez

The Cortez is an economical double flush building that meets A.D.A. It has a small overall footprint and is designed to withstand a Zone-4 earthquake, 250 pound per square foot snow load, 120-mph wind load. The Cortez comes complete with all plumbing and electrical ready to connect to your site.

Ozark II - Teton - Diablo

CXT Ozark II - Teton - Diablo is a larger double flush building that meets ADA. It has a larger storage area than the Cortez model and can come with a urinal. The Ozark II comes complete with all plumbing and electrical ready to connect to your site. The Teton and Diablo are shower variations of the Ozark II. The Teton has two shower rooms and the Diablo has one shower room and one toilet room.

Montrose

CXT Montrose is a larger multi-user flush that has the option of a front entry screen or porch. The Montrose has two stalls and a sink per room and more storage than the Dakota. The Montrose comes complete with all plumbing and electrical ready to connect to your site.

Arapaho - Navajo

The Arapaho offers 4 large individual family-assist style restrooms in one building. Each room is accessed through it's own door, and has its own toilet, sink and urinal and meets A.D.A. The Navajo adds a shower to each room.

Cheyenne

The Cheyenne is our large flush facility mated to a shower area. The shower and restroom meet A.D.A and come with a multitude of options.

Taos

The Taos is a large flush facility with 6 total stalls and 4 sinks. The Taos meets A.D.A standards for accessibility and can accommodate large volumes of users. The Taos comes with a multitude of options, and is pre-wired, pre-plumbed ready to use.

Kodiak

Kodiak is an economical multi-user flush building with 2 stalls and a sink per room. The Kodiak meets ADA standards for accessibility and can accommodate medium to large volumes of users. It comes complete ready to use.

Denali

Denali is an aesthetically pleasing double flush building that meets ADA standards for accessibility. The Denali features a steep pitch roof, unique windows, and cast in stone textures.

Pioneer

Pioneer is a small economical flush/shower facility that meets all ADA standards for accessibility. The Pioneer has a small overall foot print and low price that makes it ideal for any campground.

Ranier

Ranier offers 2 large individual family assist style restrooms in one building. Each room is accessed through its own door and has its own toilet, sink and shower stall that meet ADA accessibility standards.

Schweitzer

The Schweitzer offers a new level of design and texture to the old concrete storage building. The size can vary from 10'6"x 6'6" to 10'6"x 20'. Multiple doors, windows, and electrical components, can be added to meet your needs.

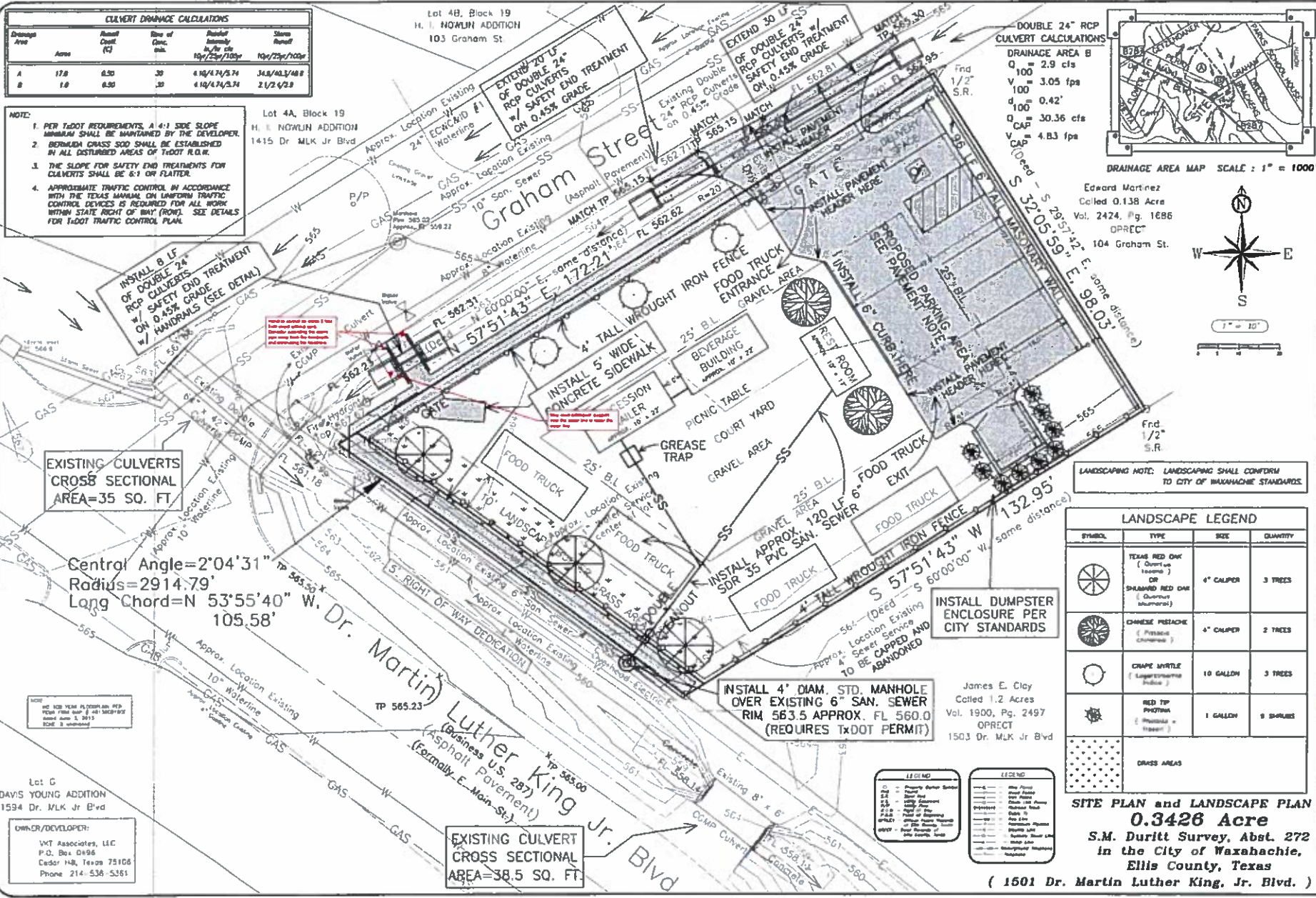


| CULVERT DRAINAGE CALCULATIONS | | | | | |
|-------------------------------|------|------------------|-------------------|-----------------|----------------------------------|
| Drainage Area | Area | Runoff Coef. (C) | Time of Conc. (T) | Peak Runoff (Q) | Storm Runoff (Q ₁₀₀) |
| A | 17.8 | 0.50 | 30 | 4.10/4.74/5.74 | 34.8/40.3/48.8 |
| B | 1.8 | 0.50 | 30 | 4.10/4.74/5.74 | 2.1/2.4/2.8 |

- NOTE:
1. PER TxDOT REQUIREMENTS, A 4:1 SIDE SLOPE MINIMUM SHALL BE MAINTAINED BY THE DEVELOPER.
 2. BERMING GRASS SOD SHALL BE ESTABLISHED IN ALL DISTURBED AREAS OF TxDOT R.O.W.
 3. THE SLOPE FOR SAFETY END TREATMENTS FOR CULVERTS SHALL BE 8:1 OR FLATTER.
 4. APPROPRIATE TRAFFIC CONTROL IN ACCORDANCE WITH THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES IS REQUIRED FOR ALL WORK WITHIN RIGHT OF WAY (ROW). SEE DETAILS FOR TxDOT TRAFFIC CONTROL PLAN.

Lot 4A, Block 19
H. I. NOWLIN ADDITION
1415 Dr. MLK Jr Blvd

Lot 4B, Block 19
H. I. NOWLIN ADDITION
103 Graham St



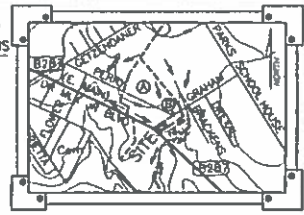
Lot G
DAVIS YOUNG ADDITION
1594 Dr. MLK Jr Blvd

OWNER/DEVELOPER:
VKT Associates, LLC
P.O. Box 0496
Cedar Park, Texas 73108
Phone 214-536-5361

EXISTING CULVERT
CROSS SECTIONAL
AREA=38.5 SQ. FT

DOUBLE 24" RCP
CULVERT CALCULATIONS

| | | | | | |
|-----------------|---------|----------|-------|------------------|------------------|
| Drainage Area B | Q | V | d | Q ₁₀₀ | V ₁₀₀ |
| 100 | 2.9 cfs | 3.05 fps | 0.42' | 30.36 cfs | 4.83 fps |



Edward Martinez
Called 0.138 Acres
Vol. 2424, Pg. 1686
OPRECT
104 Graham St.

LANDSCAPING NOTE: LANDSCAPING SHALL CONFORM TO CITY OF WAXAHACHIE STANDARDS.

| LANDSCAPE LEGEND | | | |
|------------------|--|------------|----------|
| SYMBOL | TYPE | SIZE | QUANTITY |
| | TEXAS RED OAK (Quercus laevis) OR SHALBURN RED OAK (Quercus shumardii) | 4" CALIPER | 3 TREES |
| | CHINESE PISTACHE (Pistacia chinensis) | 4" CALIPER | 2 TREES |
| | CRAPPE MYRTLE (Lagerströmia indica) | 10 GALLON | 3 TREES |
| | RED TIP YUCCA (Yucca filamentosa) | 1 GALLON | 8 SHRUBS |
| | GRASS AREAS | | |

James E. Clay
Called 1.2 Acres
Vol. 1900, Pg. 2497
OPRECT
1503 Dr. MLK Jr Blvd

| LEGEND | LEGEND |
|--|---|
| <ul style="list-style-type: none"> Property Owner Survey 2" = 1' Contour 3" = 1' Contour 4" = 1' Contour 5" = 1' Contour 6" = 1' Contour 7" = 1' Contour 8" = 1' Contour 9" = 1' Contour 10" = 1' Contour 12" = 1' Contour 15" = 1' Contour 20" = 1' Contour 25" = 1' Contour 30" = 1' Contour 35" = 1' Contour 40" = 1' Contour 45" = 1' Contour 50" = 1' Contour 55" = 1' Contour 60" = 1' Contour 65" = 1' Contour 70" = 1' Contour 75" = 1' Contour 80" = 1' Contour 85" = 1' Contour 90" = 1' Contour 95" = 1' Contour 100" = 1' Contour | <ul style="list-style-type: none"> Proposed Road Proposed Driveway Proposed Walkway Proposed Parking Area Proposed Structure Proposed Fencing Proposed Landscaping Proposed Utilities Proposed Easements Proposed Right-of-Way Proposed Survey Lines Proposed Survey Points Proposed Survey Bearings Proposed Survey Distances Proposed Survey Area Proposed Survey Date Proposed Surveyor |

SITE PLAN and LANDSCAPE PLAN
0.3426 Acre
S.M. Duritt Survey, Abst. 272
in the City of Waxahachie,
Ellis County, Texas
(1501 Dr. Martin Luther King, Jr. Blvd.)

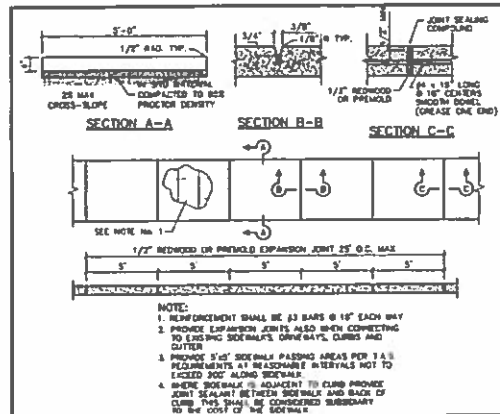
REVISIONS BY

D&M DAVIS & McDILL, Inc.

ENGINEERS

8.6.200

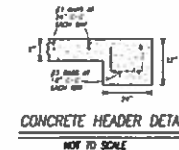
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Job: 218-0081
Sheet: 1
of 2 sheets.



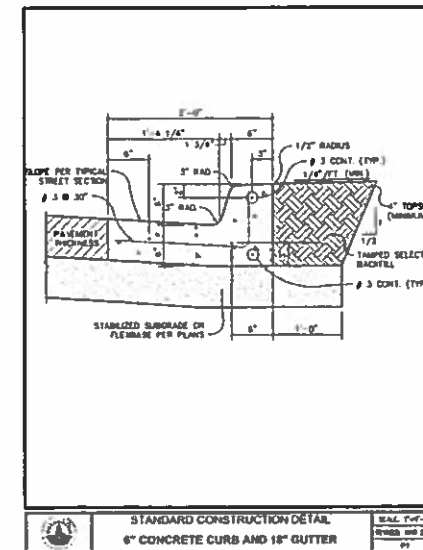
STANDARD CONSTRUCTION DETAIL
CONCRETE SIDEWALK

PARKING PAYEMENT NOTE:
6" THICK 3600 PSI MCTCOG CLASS C
REINFORCED CONCRETE PAYEMENT
#4 BARS ON 24" CENTERS
6" THICK LIME STABILIZED SUBGRADE
6" THICK AROUND DUMPSTER AREA

PAYEMENT NOTE:
6" THICK 3600 PSI MCTCOG CLASS C
REINFORCED CONCRETE PAYEMENT
#3 BARS ON 18" CENTERS
6" THICK LIME STABILIZED SUBGRADE
6" THICK AROUND DUMPSTER AREA



CONCRETE HEADER DETAIL
NOT TO SCALE



STANDARD CONSTRUCTION DETAIL
6" CONCRETE CURB AND 18" GUTTER

LANDSCAPING NOTE: LANDSCAPING SHALL CONFORM
TO CITY OF WAXAHACHE STANDARDS.

- LANDSCAPING NOTES:
1. PLANT MATERIAL SHALL BE SEASONED AND SHOWN ACCORDING TO THE TEXAS ASSOCIATION LANDSCAPE (TAL) STANDARD.
 2. PLANT MATERIAL SHALL BE A MINIMUM OF 2 FEET IN HEIGHT IN PLANTING AREAS AND SHALL BE FREE OF DISEASE, INJURY, AND DEFECTS. PLANT MATERIAL SHALL BE OF THE SPECIES AND VARIETY SPECIFIED ON THE PLANTING PLAN.
 3. ALL PLANT MATERIAL SHALL BE OF THE SPECIES AND VARIETY SPECIFIED ON THE PLANTING PLAN. PLANT MATERIAL SHALL BE OF THE SPECIES AND VARIETY SPECIFIED ON THE PLANTING PLAN.
 4. PLANT MATERIAL SHALL BE OF THE SPECIES AND VARIETY SPECIFIED ON THE PLANTING PLAN. PLANT MATERIAL SHALL BE OF THE SPECIES AND VARIETY SPECIFIED ON THE PLANTING PLAN.
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 9. PLANT MATERIAL SHALL BE OF THE SPECIES AND VARIETY SPECIFIED ON THE PLANTING PLAN. PLANT MATERIAL SHALL BE OF THE SPECIES AND VARIETY SPECIFIED ON THE PLANTING PLAN.
 10. PLANT MATERIAL SHALL BE OF THE SPECIES AND VARIETY SPECIFIED ON THE PLANTING PLAN. PLANT MATERIAL SHALL BE OF THE SPECIES AND VARIETY SPECIFIED ON THE PLANTING PLAN.
 11. PLANT MATERIAL SHALL BE OF THE SPECIES AND VARIETY SPECIFIED ON THE PLANTING PLAN. PLANT MATERIAL SHALL BE OF THE SPECIES AND VARIETY SPECIFIED ON THE PLANTING PLAN.

- GENERAL NOTES:
1. THE CONTRACTOR SHALL CONSTRUCT THIS PROJECT IN ACCORDANCE WITH THE CITY OF WAXAHACHE, TEXAS, STANDARD SPECIFICATIONS FOR PUBLIC WORKS, LATEST EDITION, AND ANY AMENDMENTS THEREOF.
 2. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
 3. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
 4. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
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 8. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
 9. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
 10. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
 11. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.

- NOTE:
1. PER TxDOT REQUIREMENTS, A 4:1 SIDE SLOPE MINIMUM SHALL BE MAINTAINED BY THE DEVELOPER.
 2. BERMAUDA GRASS 500 SHALL BE ESTABLISHED IN ALL DISTURBED AREAS OF TxDOT R.O.W.
 3. THE SLOPE FOR SAFETY END TREATMENTS FOR CURBWAYS SHALL BE 6:1 ON FLATTER.
 4. APPROXIMATE TRAFFIC CONTROL IN ACCORDANCE WITH THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES IS REQUIRED FOR ALL WORK WITHIN STATE RIGHT OF WAY (ROW). SEE DETAILS FOR TxDOT TRAFFIC CONTROL PLAN.

REVISIONS

D&M DAVIS & McDILL, Inc.
ENGINEERS



Date: 08-06-2019

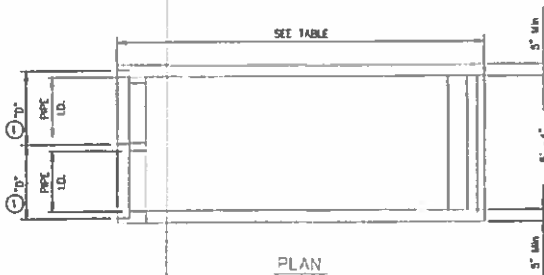
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Job: 218-0061

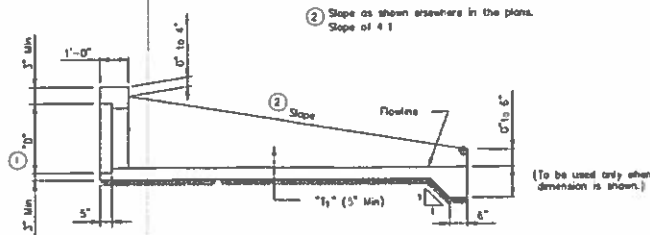
Sheet: 2-4

of 7 sheets

STANDARD DETAILS
PAVING DETAILS and GENERAL NOTES
0.3426 Acre
S.M. Duritt Survey, Abst. 272
in the City of Waxahachie,
Ellis County, Texas
(1501 Dr. Martin Luther King, Jr. Blvd.)

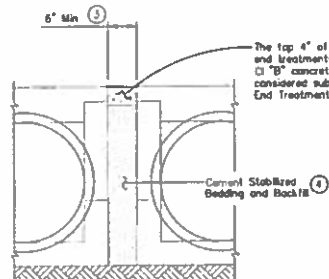


PLAN

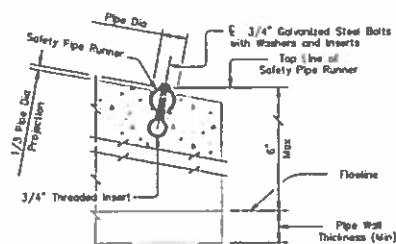


LONGITUDINAL ELEVATION

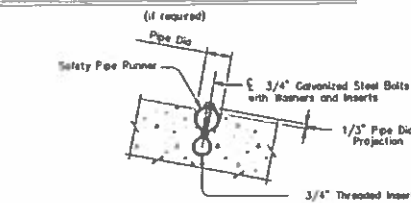
- ① Clear distance between pipes shall be adjusted to provide for the minimum distance between safety end treatments.
- ② Slope as shown elsewhere in the plans. Slope of 4:1
- ③ Cement stabilized bedding and backfill shall be in accordance with the item, "Excavation and Backfill for Structures". Bedding and backfill shall be considered subsidiary to the item "Safety End Treatment". When concrete riprap is specified around the safety end treatment backfill shall be as directed by Engineer.



MULTIPLE PIPE INSTALLATION

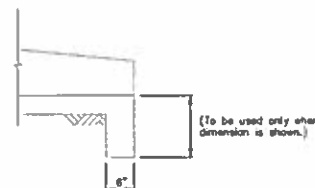


END DETAILS FOR INSTALLATION OF SAFETY PIPE RUNNERS



INSTALLATION DETAIL FOR SAFETY PIPE RUNNERS

(If required)



OPTIONAL TOEWALL DETAIL

| PIPE I.D. | PIPE WALL "B" THICKNESS | "D" | MAXIMUM SLOPE | MINIMUM LENGTH OF LIMIT | PIPE RUNNERS REQUIRED | | REQUIRED PIPE RUNNER SIZES | | |
|-----------|-------------------------|-----|---------------|-------------------------|-----------------------|-------------------|----------------------------|--------|--------|
| | | | | | SINGLE PIPE | MULTIPLE PIPE | NOMINAL DIA. | O.D. | I.D. |
| 24" | 3" | 31" | 4:1 | 8'-2" (RUBBER GASKET) | No | Yes, for >2 pipes | 3" STD | 3.500" | 3.066" |
| 24" | 3" | 31" | 4:1 | 7'-5" (TONGUE & GROOVE) | No | Yes, for >2 pipes | 3" STD | 3.500" | 3.066" |
| 24" | 3" | 31" | 6:1 | 11'-3" | No | Yes, for >2 pipes | 3" STD | 3.500" | 3.066" |

① Dimension "D" is based on ASTM C-76, Class III, Wall "B" thickness. If any other wall thickness is used, dimension "D" must be adjusted accordingly.

TxDOT NOTE FOR CULVERTS IN TxDOT RIGHT OF WAY:
SAFETY END TREATMENT (SET) MUST BE INSTALLED PER TxDOT STANDARDS.
SLOPE MUST BE 4:1 OR FLATTER.

GENERAL NOTES:

Precast safety end treatment for reinforced concrete pipe may be used for TYPE II and treatment as specified in item "Safety End Treatment". Manufacture of this product shall conform to requirements of item "Safety End Treatment" except as noted below:

- A. Minimum reinforcing shall be #4 at 6" (Grade 40) or #4 at 9" (Grade 60) each way or 6 x 6 - W12 x W12 or 5 x 5 - W10 x W10 welded wire fabric.
- B. Concrete for precast (steel formed) sections shall be C-30.

At the option and expense of the Contractor the next larger size of Safety End Treatment may be furnished, as long as the "D" dimension cast is that of the required size of pipe.

Pipe Runners are designed for a traversing load of 10,000 lbs at yield as recommended by Research Report 280-2F, "Safety Treatment of Roadside Parallel-Drainage Structures", Texas Transportation Institute, March 1981.

Pipe Runners shall conform to the requirements of ASTM A53 (Type E or S, Grade B), ASTM A500 (Grade B), or API 5LX52.

All steel components except reinforcing, shall be galvanized after fabrication. Galvanizing damaged during transport or construction shall be repaired in accordance with the specifications.

PRECAST SAFETY END TREATMENT
TYPE II ~ PARALLEL DRAINAGE

STANDARD DETAILS
SAFETY END TREATMENT DETAILS
0.3426 Acre

S.M. Duritt Survey, Abst. 272
in the City of Waxahachie,
Ellis County, Texas
(1501 Dr. Martin Luther King, Jr. Blvd.)

REVISIONS BY

D&M DAVIS & MCDILL, Inc.
ENGINEERS

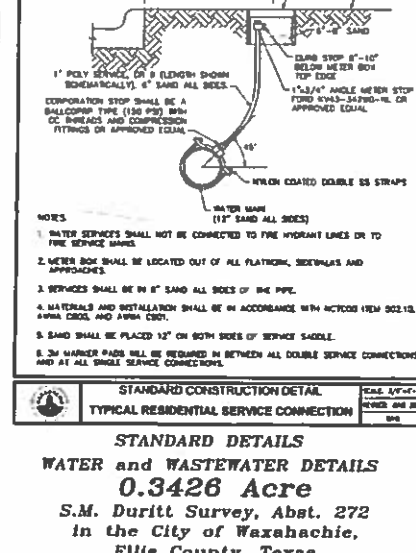
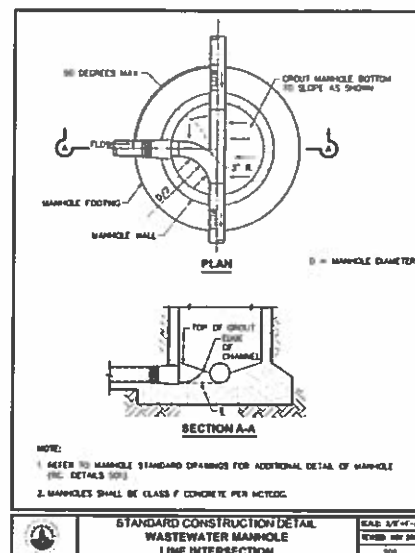
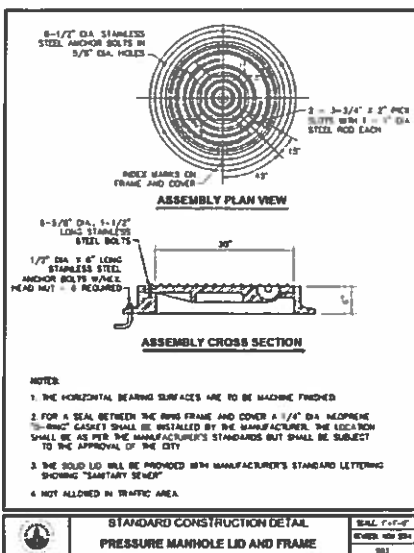
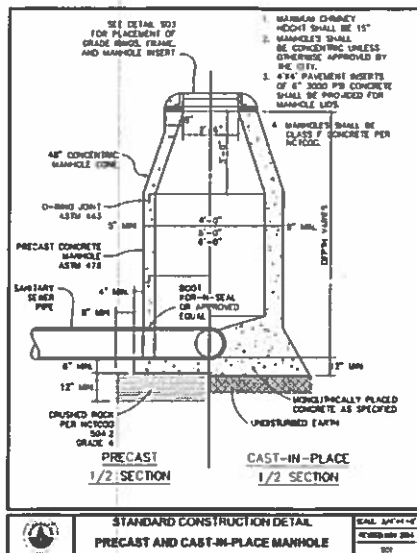
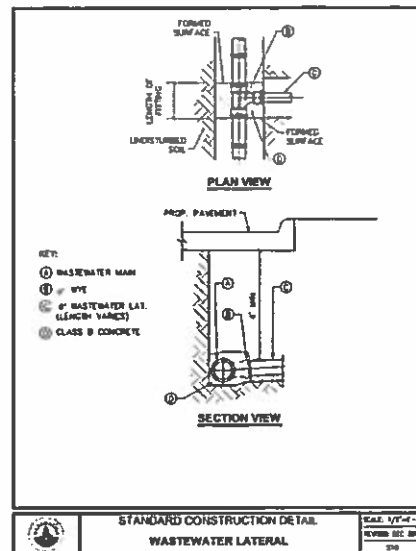
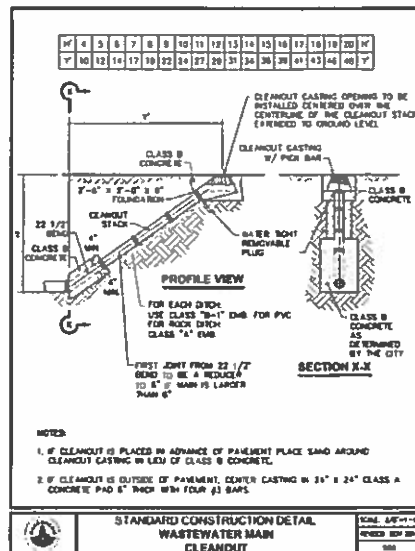
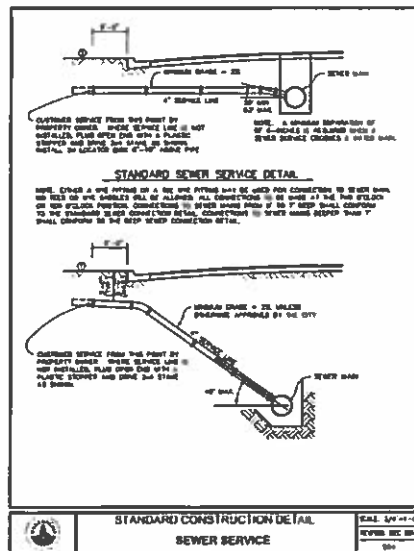
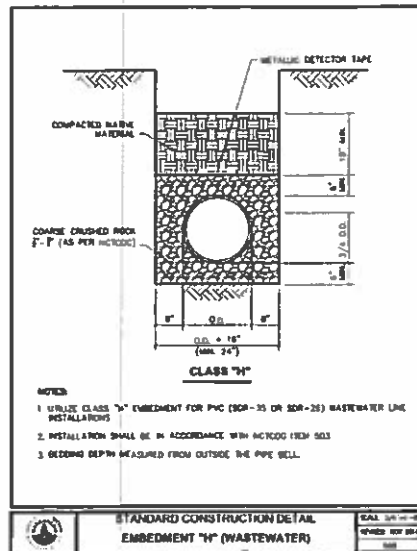


Date: 02-27-18

Drawn: AMB/KMB

Job: 218-0081

Sheet 2-8 of 2 sheets



STANDARD DETAILS
WATER and WASTEWATER DETAILS
0.3426 Acre
S.M. Duritt Survey, Abst. 272
in the City of Waxahachie,
Ellis County, Texas

(1501 Dr. Martin Luther King, Jr. Blvd.)

REVISIONS BY

D&M DAVIS & McDILL, Inc.
ENGINEERS



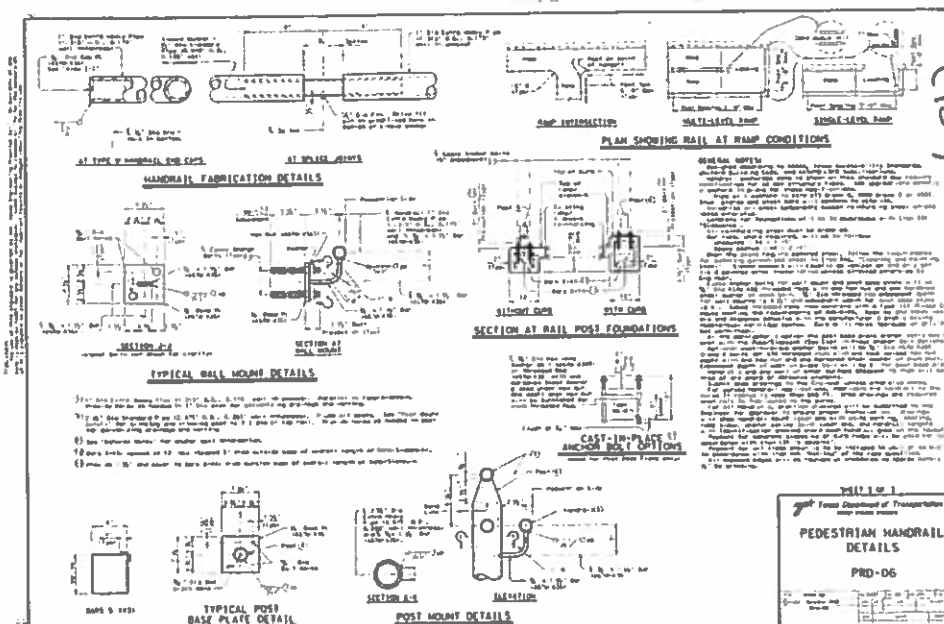
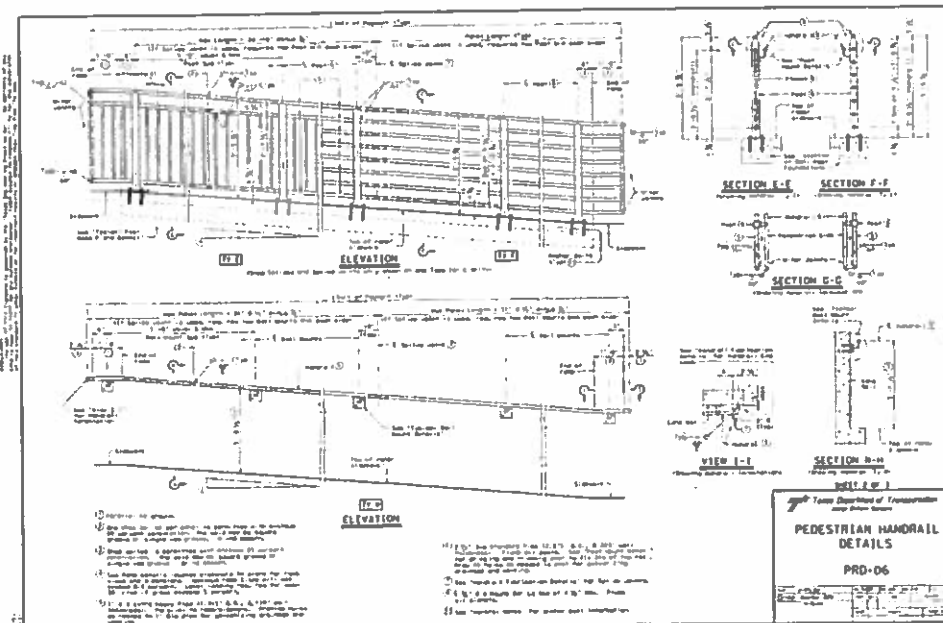
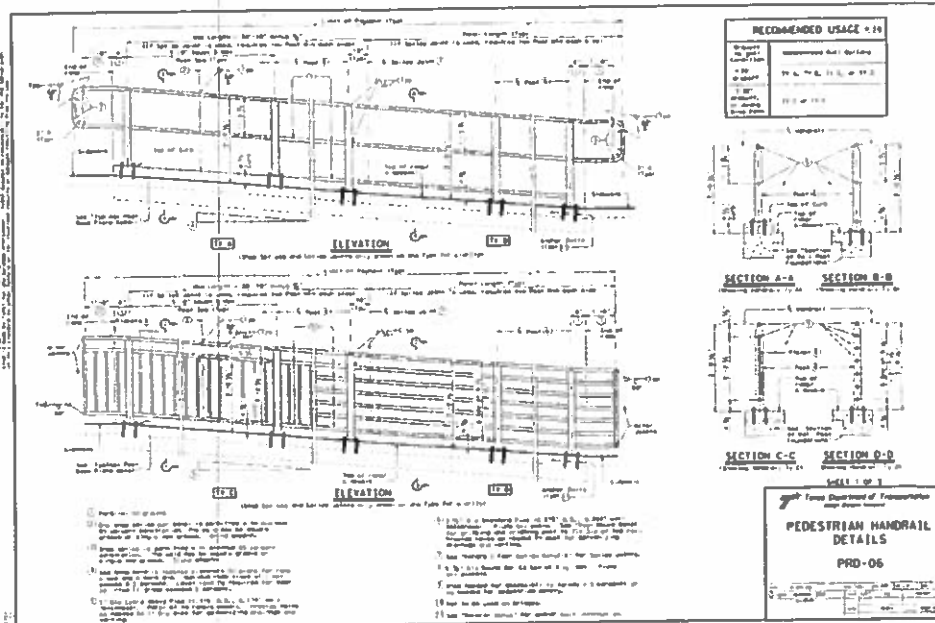
Date: 07-27-18

Drawn: AMB/MB

Job: 218-0081

Sheet: 2-C

of 2 sheets



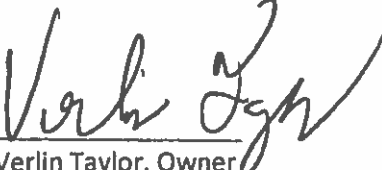
(12)

Shared Parking Agreement


This agreement is between Verlin Taylor, owner of Eastside Food Park and Senior Pastor, Mickey Williams of Straightway Non-Denominational Church. The agreement is as follows:

- 1) Once development of food park is approved by the City of Waxahachie, Verlin will communicate and coordinate with Pastor Williams regarding overflow parking on the church's property.
- 2) Food park customers will access the six parking spots at the back of the food park first. If no parking is available, then overflow will be available for customers to park.
- 3) Pastor Williams will designate the areas approved for parking on church's property. Verlin will bare the cost of signage on the church's property for customers.
- 4) Verlin will communicate with the City of Waxahachie and TXDOT to install public signage to ensure customer safety and to reduce traffic congestion on Graham and MLK.
- 5) During special occasions such as funerals or weddings at the church on Fridays or Saturdays, Verlin will delay the opening of the food park for 30 minutes to 1 ½ hours to eliminate the possibility of traffic congestion. This communication will be posted on the food park's website or Face Book page.

Verlin or Pastor Williams have the right to terminate or modify this agreement at any time.


Verlin Taylor, Owner
Eastside Food Park

Date: 6-21-2018


Mickey Williams, Senior Pastor
Straightway Non-Denominational Church
Date: 6-21-18

(12)

CASE PD-18-0079

SUPPORT 1

OPPOSE 2

Request by Verlin Taylor, VKT Associates, for a Zoning Change from a Commercial zoning district to Planned Development-Commercial, with Concept Plan, located at 1501 Dr. Martin Luther King Jr Blvd., being 272 S M DURRETT 0.3426 ACRES (Property ID 182074) - Owner: VKT ASSOCIATES LLC (PD-18-0079)

SUPPORT

1. Maggie Jones, 722 Perry Avenue, Waxahachie, TX 75165

OPPOSE

1. Edward Martinez, 104 Graham, Waxahachie, TX 75165
"I don't want open air smells next to my house."
2. Rosie M. Spain, 1411 Dr. Martin Luther King Jr Blvd., Waxahachie, TX 75165"
"The traffic will be too congested and the area is too small for what he is trying to do."



(12)
City of Waxahachie, Texas
Notice of Public Hearing
Case Number: PD-18-0079



The Waxahachie Planning & Zoning Commission will hold a Public Hearing on Tuesday, June 12, 2018 at 7:00 p.m. and the Waxahachie City Council will hold a Public Hearing on Monday, June 18, 2018 at 7:00 p.m. in the Council Chamber at the Waxahachie City Hall, 401 South Rogers Street, Waxahachie, Texas to consider the following:

Request by Verlin Taylor, VKT Associates, for a Zoning Change from a Commercial zoning district to Planned Development-Commercial, with Concept Plan, located at 1501 Dr. Martin Luther King Jr Blvd., being 272 S M DURRETT 0.3426 ACRES (Property ID 182074) - Owner: VKT ASSOCIATES LLC (PD-18-0079)

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: planningandzoning@waxahachie.com for additional information on this request.

Case Number: PD-18-0079

 SUPPORT

 X OPPOSE

Comments: I DON'T WANT OPEN AIR SMELLS NEXT
TO MY HOUSE.

For this form to be valid, the date and time you signed must be provided. To be counted, this form must be received by 5:00 P.M. on the business day before the Planning and Zoning Commission hearing date and/or City Council hearing date.

Signature

06/07/2018 11:50 AM
Date and time (both must be provided)

EDWARD MARTINEZ, OWNER
Printed Name and Title

104 GRAHAM
Address WAXAHACHIE TX 75165

(12)



City of Waxahachie, Texas
Notice of Public Hearing
Case Number: PD-18-0079



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Case Number: PD-18-0079



SUPPORT

OPPOSE

Comments: _____

For this form to be valid, the date and time you signed must be provided. To be counted, this form must be received by 5:00 P.M. on the business day before the Planning and Zoning Commission hearing date and/or City Council hearing date.

Maggie Jones
Signature

Maggie Jones
Printed Name and Title

6-9-18 1:45
Date and time (both must be provided)

122 PERRY Ave Wax TX 75165
Address

(12)

Case Number: PD-18-0079

 SUPPORT

 ✓ OPPOSE

Comments:

The traffic will be too congested and the area is too small for what he is trying to do.

For this form to be valid, the date and time you signed must be provided. To be counted, this form must be received by 5:00 P.M. on the business day before the Planning and Zoning Commission hearing date and/or City Council hearing date.

Rosie M. Spain
Signature

June 6, 2018 - 2:10 pm
(Date and time (both must be provided))

Rosie M. Spain-Owner
Printed Name and Title

1411 E. MILK ST. BLVD.
Address

RECEIVED
6/19/18

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

(13)

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING A ZONING CHANGE FROM COMMERCIAL (C) TO PLANNED DEVELOPMENT-COMMERCIAL (PD-C) ZONING DISTRICT, WITH CONCEPT PLAN LOCATED AT 1501 DR. MARTIN LUTHER KING, JR., BLVD. IN THE CITY OF WAXAHACHIE, ELLIS COUNTY, TEXAS, BEING 0.3426 ACRES KNOWN AS PROPERTY ID 182074 OF SM DURRETT SURVEY, ABSTRACT NO. 272, AND ORDERING THE CHANGING OF THE ZONING MAP THEREOF IN ACCORDANCE WITH SAID CHANGE.

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

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

WHEREAS, a proper application for a PD, with Concept Plan has been made in accordance with the zoning ordinances in the City of Waxahachie and said application has been assigned case number PD-18-0079. Said application, having been referred to the Planning and Zoning (P&Z) Commission for their final report, was recommended by the P&Z Commission for zoning change denial of the subject property from C to PD-C, with Concept Plan; and

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

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

NOW, THEREFORE, this property is rezoned from C to PD-C, with Concept Plan in order to install multi-colored gravel that matches the décor of the food park on the portion of the lot that will not be used for parking of customer vehicles, or the dumpster on the following property: Property ID 182074 of the SM Durrett Survey, Abstract No. 272, which is shown on Exhibit A, in accordance with the Proposed Site Plan and Landscape Plan attached as Exhibit B.

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 _____ day of _____, 2018.

(13)

MAYOR

ATTEST:

City Secretary



**PD-18-0079 Eastside Food Park
Location Exhibit**

EXHIBIT A



PD-18-0079

0 100 200 400 Feet



D&M DAVIS & McDILL, Inc.

D&M
ENGINEERS

8.6.2a

Date: 08-06-2018

Scale: 1" = 10'

Dr. G. W. Allen

Doc: 218-0051

Sheet 1

of 2 sheets.)

(14 & 15)



Memorandum

To: Honorable Mayor and City Council

From: Doug Barnes, Economic Development Director *DB*

Thru: Michael Scott, City Manager *MS*

Date: August 16, 2018

Re: Second Reading and Adoption of Franchise Utility Agreement with
SiEnergy, L.P.

Item Description: Conduct the Second Reading of the proposed Franchise Utility Agreement and consider adoption of an ordinance granting SiEnergy, L.P. a utility franchise.

Staff Recommendation: Adoption of the ordinance as presented.

Item Summary: SiEnergy, L.P. is requesting a Franchise Utility Agreement with the City of Waxahachie. A City Council workshop was held on June 18, 2018 to hear a presentation from SiEnergy, L.P. The utility seeks to install infrastructure in the City's right-of-ways to furnish and supply natural gas to the general public, which includes delivery, sale, and distribution of natural gas.

The City of Waxahachie Charter dictates that a proposed Utility Franchise Agreement must be publically read at two (2) City Council meetings at least thirty (30) days apart and must be published in the City's Newspaper of Record four (4) times prior to the adoption of the Franchise Utility Agreement. The first reading was at the July 16, 2018 City Council meeting and this reading at the August 20, 2018 City Council meeting will complete the two (2) public readings. The City Secretary's office has also published the Franchise Utility Agreement in the Waxahachie Daily Light four (4) times.

If approved by Council on August 20, 2018, the Franchise Utility Agreement will take effect in thirty (30) days or on September 19, 2018.

(14)

**2nd Reading of proposed Ordinance approving
SiEnergy Franchise Agreement**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WAXAHACHIE GRANTING TO SIENERGY, L.P. A FRANCHISE TO FURNISH AND SUPPLY GAS TO THE GENERAL PUBLIC IN THE CITY OF WAXAHACHIE, ELLIS COUNTY, TEXAS ("CITY"), FOR THE TRANSPORT, DELIVERY, SALE, AND DISTRIBUTION OF GAS IN, OUT OF, AND THROUGH THE CITY FOR ALL PURPOSES; PROVIDING FOR THE PAYMENT OF A FRANCHISE FEE FOR THE USE OF THE CITY'S STREETS, ALLEYS, AND PUBLIC RIGHTS-OF-WAY; REQUIRING COMPLIANCE WITH ALL REGULATORY ORDINANCES OF THE CITY; AND PROVIDING FOR OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

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ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WAXAHACHIE GRANTING TO SIENERGY, L.P. A FRANCHISE TO FURNISH AND SUPPLY GAS TO THE GENERAL PUBLIC IN THE CITY OF WAXAHACHIE, ELLIS COUNTY, TEXAS ("CITY"), FOR THE TRANSPORT, DELIVERY, SALE, AND DISTRIBUTION OF GAS IN, OUT OF, AND THROUGH THE CITY FOR ALL PURPOSES; PROVIDING FOR THE PAYMENT OF A FRANCHISE FEE FOR THE USE OF THE CITY'S STREETS, ALLEYS, AND PUBLIC RIGHTS-OF-WAY; REQUIRING COMPLIANCE WITH ALL REGULATORY ORDINANCES OF THE CITY; AND PROVIDING FOR OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, Chapter 121 of the Texas Utilities Code authorizes municipalities to adopt ordinances that establish conditions for mapping, inventorying, locating, or relocating pipelines over, under, along, or across a public street or alley or private residential area in the boundaries of the municipality; and

WHEREAS, the City Council of the City of Waxahachie, Texas ("City Council") strives to promote orderly and safe development within the corporate limits of the City; and

WHEREAS, the City Council finds that a franchise agreement with SiEnergy, L.P., a Texas Limited Partnership (hereinafter referred to as the "Company") is in the best interest of the City and the health, safety, and welfare of the public.

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

Section 1. - Grant of Authority.

- (a) Subject to the reasonable and timely compliance by the Company with the provisions contained herein, the City hereby grants to the Company, its successors and assigns, consent to use and occupy the present and future Public Rights-of-Way (as hereinafter defined), for the purpose of laying, maintaining, constructing, protecting, operating, and replacing therein and thereon pipelines and all other appurtenant equipment needed and necessary to deliver, transport, and distribute gas in, out of, and through the City and to sell gas to persons, firms, and corporations, including the general public, within the corporate limits of the City, as such limits may be amended from time to time during the term of this Ordinance (the "Franchise").
- (b) This Franchise is granted for a term of ten (10) years from and after the effective date of this Ordinance.
- (c) This Franchise covers the geographical area of the entire corporate limits of the City. The Company agrees that the corporate limits are subject to expansion or reduction by annexation and contraction of municipal boundaries and that the Company has no vested right to a specific area in terms of size or location. The Company hereby agrees to provide service to any and all areas that may be annexed by the City under the same terms and conditions of this Ordinance as if the annexed areas were now covered by this Ordinance. If the City approves any expansion or reduction of the corporate limits by annexation or contraction, the City will provide written notice to the Company. The Company must revise its payments due to any expansion or reduction by annexation or

contraction within a reasonable time after notice by the City, but no later than sixty (60) days after receipt of such notice.

- (d) This Franchise is granted subject to and in accordance with Article IX, Section 9.02 of the City's Charter.

Section 2. - Definitions.

For the purposes of this Ordinance, the following terms, phrases, words, and their derivations shall have the meaning given herein. When not inconsistent with the context, words in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

- (a) "Gross Revenues" means:

- i. All revenues charged by the Company for the sale of gas, including compressed gas, within the City to all consumers within the City;
- ii. All revenues charged by the Company for the transport of gas through the pipeline system of the Company within the City to consumers within the City regardless of the origination of the gas within the Company's system of lines; and
- iii. The total cost of gas transported by the Company for Transport Customers (as hereinafter defined) through the pipeline system of the Company within the City.

Gross Revenues shall not be reduced by bad debts, unless and until such debts are actually charged off. Abandoned deposits shall be applied as an offset to bad debts for purposes of this Ordinance. No revenues shall be excluded from Gross Revenues unless such revenues are specifically excluded by this Ordinance.

- (b) "Public Rights-of-Way" means all of the public streets, alleys, highways, bridges, easements, drainage ways, and sidewalks of the City, as they now exist or may be hereafter constructed, reconstructed opened, laid out, expanded or extended within the present corporate limits of the City, or in such territory as may hereafter be added to, consolidated or annexed by the City.
- (c) "Transport Customer" means any person or entity for whom the Company transports gas through the pipeline system of the Company within the City to consumers.
- (d) "Emergencies" means any event which causes a life, health, and/or safety risk or an extenuating event which requires repairs to restore disrupted service to existing customers.

Section 3. - Conditions of Occupancy.

- (a) All occupancy and activities of the Company in the Public Rights-of-Way shall require prior written approval of the City and conform with all the applicable local codes and ordinances, as amended, including local infrastructure standards for design, construction and repair, as amended, and with

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all other federal, state and local regulatory requirements as such may be adopted and amended from time to time, including but not limited to requirements regarding the acquisition of permits and the payment of fees therefor. Except in emergencies, before the Company shall be authorized or required to extend, repair, or relay its existing gas mains or street service lines, it shall file with the City's Director of Public Works a written statement showing the nature and character of the extensions to be made, obtain a permit for such work, and pay the required permit fees; provided, however, that the Company may make emergency repairs and replacements without any prior filing, but a written statement shall be filed promptly thereafter. In addition, the Company shall assess and report on the impact of its proposed construction on the City's environment. Such plans and reports may be reviewed by the City to ensure that, among other items, (i) aesthetic and good planning principles have been given due consideration, (ii) any adverse impacts on the environment have been minimized, and (iii) that all applicable laws, including building and zoning codes and air and water pollution regulations, are complied with. Reasonable changes suggested by the City shall be incorporated into the Company's plans.

- (b) The Company shall, upon the written request of the City, relocate its facilities situated within the Public Rights-of-Way, at no expense to the City, when necessary to accommodate street construction or widening or other improvement projects by the City. When the Company is required by the City to remove or relocate its mains, laterals, and other facilities and the Company is eligible under federal, state, county, local or other programs for reimbursement of costs and expenses incurred by the Company as a result of such removal or relocation and such reimbursement is required to be handled through the City, the Company's costs and expenses shall be included in any application by the City for reimbursement if the Company submits its cost and expense documentation to the City prior to the filing of the application. The City shall provide reasonable notice to the Company of the deadline for the Company to submit documentation of the costs and expenses incurred for such relocation to the City.
- (c) Following relocation, the Company shall, at its sole expense and according to the City's specifications, repair, clean up, and restore to their approximate original condition, all Public Rights-of-Way disturbed during the construction and/or repair of the Company's gas distribution system.
- (d) The Company shall at all times keep on file with the City a current map or set of maps of the Company's facilities within the City. Such maps shall indicate subdivision locations and locations of the Company's consumers. As extensions or modifications of facilities are made from time to time, the Company shall file with the City maps or plans showing those extensions or modifications so that the City will at all times have current and accurate maps and plans of the Company's facilities. In addition to showing the location of the Company's facilities and consumers, such maps shall also identify the depth and size of any buried facilities, as well as the type of cover overlaying those facilities. The Company shall furnish the City "as built" drawings not later than sixty (60) days after construction has been completed. Drawings shall be drawn to a scale of one inch (1") equals one hundred feet (100') using the standard format adopted by the City. State plane coordinates shall be shown for benchmarks, curb lines, and structures. The Company shall provide one (1) set of blue or black line "as built" drawings to the City and one (1) set of the maps on computer diskettes with G.I.S. data in an electronic/digital format designated by the City.
- (e) The Company shall provide, on a quarterly basis and at the same time that the quarterly payments and reports required in Section 9 are submitted, a comprehensive listing of its consumers on a subdivision basis. The location information shall also be shown on either a map or a subdivision plat

and may be combined with the maps required in subsection 3(d) above. The Company shall further cooperate with the City in determining the correct jurisdictional coding of all of the Company's consumers in the City and its environs.

- (f) The Company agrees to provide, at its sole cost, information requested by the City to assist in a determination of any changes in conditions, practices, or services provided by the Company through the use of the Public Rights-of-Way.
- (g) The Company agrees to establish and maintain a physical facility within the corporate limits of the City to expedite restoration of service to its consumers. This physical facility shall include permanently installed personnel and equipment necessary to restore service. Gas cannot be transmitted through lines to service customers until a physical facility within the City limits of Waxahachie, housing permanently installed personnel and tools necessary to restore service, is established and satisfactory evidence of the facility and personnel are provided to the City.

Section 4. - Regulations for Service.

- (a) In addition to the rates charged for gas supplied, the Company may make and enforce reasonable charges, rules and regulations for service rendered in the conduct of its business, including a charge for services rendered in the inauguration of natural gas service, and may require, before furnishing service, the execution of a contract for such service. All charges, rules, and regulations of the Company involving any consumer of gas within the City shall be subject to regulation, supervision, and approval by the City, as appropriate.
- (b) The Company shall have the right to contract with each consumer with reference to the installation of, and payment for, any and all of the gas piping from the connection thereof with the Company's main in the Public Rights-of-Way to and throughout the consumer's premises.
- (c) The Company shall own, operate and maintain all service lines, which are defined as the supply lines extending from the Company's main to the consumer's meter where gas is measured by the Company. The consumer shall own, operate, and maintain all yard lines and house piping. Yard lines are defined as the supply lines extending from the point of connection with the Company's consumer meter to the point of connection with consumer's house piping.

Section 5. - Main Extension.

The Company shall be required at its own expense to extend distribution mains in the Public Rights-of-Way up to one hundred (100) feet to a residential consumer. The Company shall not be required to extend transmission mains in the Public Rights-of-Way within the City or to make a tap on any transmission main within the City unless the Company agrees to such extension by a written agreement between the Company and a consumer.

Section 6. - Deposits.

The Company shall be entitled to require each and every consumer of gas, before gas service is commenced or reinstated, to satisfactorily establish credit pursuant to the Company's quality of service rules as may be in effect during the term of this Ordinance. If required, any deposit shall be retained and refunded in accordance with such quality of service rules and shall bear interest, as provided in Chapter 183 of the Texas Utilities Code, as such may be amended from time to time. Upon termination of service, the Company shall be entitled to apply any deposit, with accrued interest, to any indebtedness owed the Company by the consumer making the deposit.

Section 7. - Indemnity.

IN CONSIDERATION OF THE GRANTING OF THIS FRANCHISE, THE COMPANY AGREES THAT THE CITY SHALL NOT BE LIABLE OR RESPONSIBLE FOR, AND THE COMPANY DOES HEREBY RELEASE, AGREE TO INDEMNIFY AND HOLD HARMLESS THE CITY FROM AND AGAINST ALL SUITS, ACTIONS, OR CLAIMS OF INJURY TO ANY PERSON OR PERSONS, OR DAMAGES TO ANY PROPERTY BROUGHT OR MADE FOR OR ON ACCOUNT OF ANY DEATH, INJURIES TO, OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR FOR DAMAGE TO OR LOSS OF PROPERTY ARISING OUT OF, OR OCCASIONED BY THE CONSTRUCTION, OPERATION, OR MAINTENANCE OF THE GAS DISTRIBUTION PLANT OR SYSTEM OF THE COMPANY, EXCEPT THAT THIS INDEMNITY AND HOLD HARMLESS AGREEMENT SHALL NOT APPLY TO ANY SITUATION WHEREIN THE CITY IS SOLELY LIABLE FOR THE ACTIONS, SUITS, OR CLAIMS OF INJURY OR DAMAGE BROUGHT AGAINST IT. IN THE EVENT THAT ANY ACTION, SUIT, OR PROCEEDING IS BROUGHT AGAINST THE CITY UPON ANY LIABILITY ARISING OUT OF THE CONSTRUCTION, OPERATIONS, OR MAINTENANCE OF THE COMPANY'S FACILITIES, THE CITY SHALL GIVE NOTICE IN WRITING TO THE COMPANY BY REGISTERED OR CERTIFIED MAIL. UPON RECEIPT OF SUCH NOTICE, THE COMPANY, AT ITS OWN EXPENSE, SHALL DEFEND SUCH ACTION AND TAKE ALL SUCH STEPS AS MAY BE NECESSARY OR PROPER TO PREVENT THE OBTAINING OF A JUDGMENT AGAINST THE CITY AND/OR TO SATISFY SAID JUDGMENT. THE CITY AGREES TO COOPERATE WITH THE COMPANY IN CONNECTION WITH SUCH DEFENSE.

Section 8. - Non-exclusive.

- (a) The rights, privileges, and the Franchise granted by this Ordinance are not to be considered exclusive, and the City hereby expressly reserves the right to grant, at any time, like privileges, rights, and franchises as it may see fit to any other person or corporation for the purpose of transporting, delivering, distributing, or selling gas to and for the City and the inhabitants thereof. The City expressly reserves the right to own and/or operate its own system for the purpose of transporting, delivering, distributing, or selling gas to and for the City and the inhabitants thereof.
- (b) If the Company should at any time after the effective date of this Ordinance agree to a new municipal franchise ordinance, or renew an existing municipal franchise ordinance, with another municipality in the Dallas-Fort Worth metroplex, which municipal franchise ordinance determines that franchise fee owed to that municipality for the use of its public rights-of-way in a manner that, if applied to the City, would result in a franchise fee greater than the amount otherwise due the City under this Ordinance, then the franchise fee to be paid by the Company to the City pursuant to this

Ordinance may, at the sole election of the City, be increased so that the amount due and to be paid is equal to the amount that would be due and payable to the City were the franchise fee provisions of that other franchise ordinance applied to this Ordinance.

Section 9. - Compensation.

- (a) In consideration of the rights granted by the City to the Company to use and occupy the Public Rights-of-Way for the conduct of its business, the Company, its successors and assigns, agree to pay to the City franchise fees in the amount and manner described herein. Such payments shall be made on a quarterly basis, on or before the twentieth (20th) day following the end of each calendar quarter. The franchise fee shall be a sum of money which shall be equivalent to five (5%) percent of the Company's quarterly Gross Revenues.
- (b) For franchise fee payments beginning on the effective date of this Ordinance, payment shall be made by wire transfer on or before the close of business on the payment due date. If any payment due date required herein falls on a weekend or declared bank holiday, payment shall be made by wire transfer on or before the close of business of the last working day prior to the payment due date. Payment shall be considered timely made if the Company requests the wire transfer by the wire transfer deadline of its bank on the payment due date.
- (c) At the time of each quarterly payment, the Company shall also submit to the City a sworn statement showing: (i) its Gross Revenues for the preceding calendar quarter upon which franchise fees are calculated, including the amount of revenues received by the Company for the transportation of gas; (ii) the coded identity of the Company's Transport Customers during the preceding calendar quarter; and (iii) the cost, volume, and transport fee of gas transported during the preceding calendar quarter for such Transport Customers, calculated in accordance with subsection 9(f) below. Upon request, the City shall have access at the Company's office to the actual identity of the Company's Transport Customers and their suppliers as long as such information shall remain confidential, and no copies of such information may be made nor shall the City have a right to custody or control of such information.
- (d) The aforesaid franchise fee payments shall not affect or reduce the Company's obligations with respect to the following: (i) the expenses associated with relocating pipelines and all other appurtenant equipment or facilities located in the Public Rights-of-Way; (ii) the payment of taxes or fees to the state; or (iii) the payment of general or special ad valorem taxes that the City is authorized to levy and impose upon real and personal property; or (iv) the expenses associated with restoring Public Rights-of-Way to their previous condition before the installation or repair of equipment or facilities. None of the aforementioned obligations of the City shall operate as credits or reductions to the amounts due by the Company to the City hereunder.
- (e) The payments by the Company under the provisions of this Ordinance are in lieu of any and all other and additional street rental charges or fees, for those streets owned or controlled by the City. However, the Company is required to obtain all appropriate permits for work in the Public Rights-of-Way and pay the appropriate fees therefor. Should the City not have the legal power to agree that the payment of the franchise fee shall be in lieu of street rental charges, then the City agrees that it will apply so much of said sums of money paid as may be necessary to satisfy the Company's obligations, if any, to pay such rental charges.

- (f) The cost of gas transported by the Company for Transport Customers shall be determined as set forth in this paragraph. In the absence of documentary evidence to the contrary provided by the Company to the City, the cost of gas so transported shall be presumed to be equal to the total volume of gas transported for such Transport Customer times one hundred ten percent (110%) of the index of prices for large packages of gas per MMBtu published each month in *Inside FERC's Gas Market Report* in the table titled, "Delivered Spot-Gas Prices," for gas delivered at the Houston Ship Channel, Beaumont, Texas, or a mutually agreeable successor publication and index, for the period of time the transportation service is performed. If the Company submits documents to the City to indicate the actual cost of gas transported by the Company, the Company may remove therefrom any information that would disclose either the identity of the customer or other information deemed confidential by the Company, so long as such removal does not prevent the City from determining the monetary cost of the gas transported. The Company agrees to give the City, upon request, access to the confidential information so removed in order for the City to verify the accuracy of the information provided to the City under the provisions of this paragraph. The Company shall use all due diligence in collecting from Transport Customers any and all fees required by this Ordinance, but shall not be responsible for paying the fees to the City if the Company's Transport Customer refuses to pay; provided, however, that if the Company's Transport Customer refuses to pay the fee imposed on the cost of gas transported for such Transport Customer and remains delinquent in payment of such fee for a period of greater than thirty (30) days, the Company shall be responsible for the uncollected fee on any gas thereafter transported through the Public Rights-of-Way to the Company's Transport Customer, but in no event shall the Transport Customer be relieved of its obligation to reimburse the Company for any fees paid to the City.
- (g) Simultaneously with the filing of the Company's first rate case following the three (3)-year rate freeze as provided in this franchise agreement, the Company agrees to negotiate an annual rate adjustment mechanism which will allow for the review of its total cost of service, including its return on equity.

Section 10. - Accounting; Audit; Inspection.

- (a) The Company shall maintain, at its local office or principal place of business within the state, adequate books and records relating to the performance of its obligations under this Ordinance. The Company shall maintain separate records in a form sufficient to identify its investment, revenues, and expenses related to its performance under this Ordinance, intending thereby to separate the accounting records of its system in the City from its other systems. The records of the Company applicable to its performance under this Ordinance shall be made available for inspection by the City at any time during normal working hours.
- (b) The City may cause, upon reasonable notice, an audit to be made of the books and records of the Company relating to the Company's performance under this Ordinance or any portion of any of its other operations that may be allocated or charged to its operations in the City. The omission by the City to exercise its rights to any audit at any time shall not constitute a waiver of such right. In the event the City elects to exercise its right of audit, the City shall provide to the Company written notice of such election at least forty-eight (48) hours in advance of the time of such audit. The City shall retain an independent auditor of its selection to perform the audit. The Company shall make available to the auditor such personnel and records as the City may in its reasonable discretion request in order to complete such audit and shall make no charge to the City therefor. The Company

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shall assist the City during any audit conducted under this Ordinance, including answering questions and providing any requested records or information within five (5) working days of having received a written request therefor. The cost of an audit pursuant to this provision shall be borne by the City, unless the audit reveals an underpayment of fees paid during the audit period in excess of three (3) percent, in which case the Company shall pay for the audit. In the event any overpayment is discovered, such overpayment will credit toward current and/or future payments owed, without interest.

- (c) Upon request by the City, but no less often than annually, the Company will prepare a statement of its estimate of the Company's Gross Revenues by revenue account for the period covered by the statement signed by an authorized representative of the Company, in such reasonable form and detail as the City may from time to time prescribe, but sufficient to show the source and method of calculation of the Company's Gross Revenues. The acceptance of any statement or payment shall not estop the City from asserting that the amount paid is not the amount due or from recovering any deficit, including interest, by any lawful proceeding.
- (d) Upon completion of the audit, the City shall make the audit report available to the Company and shall give the Company an opportunity to respond to the audit findings. If requested by either party, the City and the Company shall meet and attempt in good faith to resolve any disputed issues arising out of the audit report. In the event the Company shall be determined to have under-remitted the fee required by this Ordinance, the Company shall pay, in addition to the underpayments, interest on the underpayments at the rate of ten (10) percent per annum from the time of the underpayment until payment is made. Underpayment of fees by the Company may also subject the Company to penalties for noncompliance with this Ordinance. After reviewing the Company's response to the audit findings, the City shall make an initial determination as to whether the Company shall also be required to pay a penalty for noncompliance. The amount of the penalty, if any, shall not exceed ten (10) percent of the total underpayment. The City Council shall make the final determination of whether a penalty shall be required, and the amount of same.
- (e) If any of the records to be provided by the Company or to be made available by the Company are considered by the Company to be proprietary in nature or if such records are confidential under federal, state or local law and upon request by the Company, such information shall be treated by the City as confidential and shall be made available only to those persons who must have access to perform their duties on behalf of the City, including but not limited to the City Manager, the Finance Director, the City Attorney, and the members of the City Council. The City shall promptly notify company of any requests for public disclosure of such records under Chapter 552 of the Texas Government Code, and the Company shall have the sole responsibility to assert its claims regarding the proprietary or confidential nature of such records.

Section 11. - Reservation of Rights.

- (a) The City reserves the right and power at all times to exercise, in the interest of the public and in accordance with state law, regulation and control of the Company's rates and services to ensure the rendering of efficient public service at reasonable rates, and the maintenance of the Company's property in good repair throughout the term of this Ordinance. The Company shall maintain on file with the City copies of its current tariffs, schedules of rates and charges, customer service provisions, and line extension policies. The Company shall notify the City of the identity of any

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customer of the Company that changes from a tariffed rate to a contract rate within forty-five (45) days of such change.

- (b) In granting this Franchise, the City does not in any manner waive its regulatory or other rights and powers under and by virtue of the laws of the State of Texas as the same may be amended, nor any of its rights and powers under or by virtue of present or future ordinances of the City, and it is expressly provided that nothing herein shall impair the right of the City to fix, within constitutional and statutory limits, a reasonable price to be charged for natural gas, or to provide and fix a scale of prices for natural gas, and other charges, to be charged by the Company to residential consumers, commercial consumers, industrial consumers, or to any combination of such consumers, within the territorial limits of the City as same now exist or as such limits may be extended from time to time hereafter.
- (c) In consideration of the City granting this Franchise, the Company agrees that it will not seek an increase of the rates or charges permitted to be charged to the Company's consumers for a period of three (3) years from the effective date of their first consumer within this Franchise.

Section 12. - Termination.

- (a) In addition to any rights set out elsewhere in this Ordinance, the City reserves the right to terminate the Franchise and all rights and privileges pertaining thereto in the event that the Company violates any material provision of this Ordinance or the Company becomes insolvent or is adjudged as bankrupt.
- (b) Upon failure of the Company to comply with the material terms of this Ordinance, the City may by ordinance terminate the Franchise in accordance with the procedures set forth in this section. Upon termination, all rights of the Company shall immediately be divested without further action by the City. If the City requires the Company to remove its facilities from the Public Rights-of-Way, the Company shall forthwith remove its structures or property from the Public Rights-of-Way and restore the Public Rights-of-Way to their approximate original condition. Upon failure to do so, the City may perform or commission the work and collect the cost thereof from the Company. Should the City perform or commission the removal of the Company's structures or property, the City shall be reimbursed by the Company for all expenses incurred by the City within thirty (30) days of receipt of the City's invoice. The City reserves the right to place a lien upon all facilities and property of the Company in the event the Company fails to submit payment.
- (c) Procedures for termination.
 - (i) The City shall give written notice to the Company of the existence of a material violation or failure to comply with this Ordinance. The Company shall have a period of thirty (30) days after receipt of such notice from the City in which to cease such violation and comply with the terms and provisions hereof. In the event the Company fails to cease such violation or to otherwise comply with the terms hereof, then the Franchise is subject to termination; provided, however, that if the Company commences work or other efforts to cure such violations within thirty (30) days after receipt of written notice and shall thereafter prosecute such curative work with reasonable diligence until such curative work is completed and such violations shall cease to exist, the Franchise will not be terminated. The City shall solely

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determine whether the work to cure violations is pursued with reasonable diligence. If curative work is determined by the City as not being prosecuted with reasonable diligence, then the Franchise may be terminated by the City.

- (ii) Termination shall be declared only by a written decision of the City Council after an appropriate public proceeding whereby the Company is afforded the full opportunity to be heard and to respond to any such notice of violation or failure to comply.
- (iii) The City, after a public meeting, and upon finding a material violation or failure to comply, may in its sole discretion terminate the Franchise or excuse the violation or failure to comply upon a showing by the Company of mitigating circumstances or upon a showing of good cause for said violation or failure to comply as may be determined by the City Council in its sole discretion. The failure of the Company to comply with the terms of this Franchise after due notice and hearing and the providing of adequate time for the Company to comply with said terms, shall entitle the City to compel compliance by suit in any court of competent jurisdiction and upon culmination of the suit, if the Company still fails to comply with the terms of this Ordinance, the City may compel compliance upon penalty of forfeiture thereof, with the City having an option to purchase the Company's property located in the City at reasonable fair value.
- (d) In the event the City purchases the Company's property under penalty of forfeiture and the City and the Company cannot agree upon the reasonable fair value of the property, then the reasonable fair value of the Company's property shall be established by a majority vote of three appraisers with one appraiser selected by the Company, one appraiser selected by City, and one appraiser selected by the other two appraisers. If the two appraisers are unable to agree upon the third appraiser, then the third appraiser shall be selected by the City. The Company further agrees that if for any reason the Company fails to pay the franchise fee as provided in this Ordinance within thirty (30) days following written notice from the City that the Company has failed to make such payment, such failure shall be sufficient to permit the City at its sole option to terminate the Franchise without court action.

Section 13. - Renegotiation.

- (a) Should technological, market-driven, regulatory, or similar changes occur in the natural gas industry which create classes or categories of usage different from those enumerated in Section 1 of this Ordinance, or should the Company alter the means, methods, or types of uses of the Public Rights-of-Way, or should the City reasonably believe that the franchise fee provisions should be amended in order to not impair the City's ability to receive an adequate franchise fees pursuant to this Ordinance, then the City may initiate the renegotiation of the franchise fee provisions of this Ordinance.
- (b) If, during the term of the Franchise granted hereunder, the nature of competition in the provision of gas utility services in the City changes to the extent that the Company reasonably believes that the franchise fee provisions of this Ordinance cause the Company to be placed at a competitive disadvantage in the conduct of its business within the City, then the Company may request the renegotiation of the franchise fee provisions of this Ordinance.

- (c) Should either the City or the Company request a change in the franchise fee provisions of this Ordinance, both parties agree to enter into a good faith negotiation. "Good faith," for the purpose of this Ordinance, shall mean an objective, diligent, timely, and responsible discourse on the issue(s) involved and a resolute attempt to settle said issue(s). Should, as a result of renegotiation, the City and the Company agree to a change in a provision of this Ordinance, the change shall become effective upon passage of an ordinance by the City in accordance with the City's Charter and acceptance of the amendment by the Company. Both parties agree that passage and acceptance will be a mandatory act following negotiation and agreement. The Company agrees to provide any and all information requested by the City to assist in a determination of any changes in conditions, practices, or services provided by the Company through the use of the Public Rights-of-Way.

Section 14. - Regulatory Expenses.

The Company agrees that the City may, at any time during the term of this Ordinance, employ at the sole expense of the Company expert assistance and advice in determining fair, just, and reasonable rates to be charged by the Company to its consumers in the City, and in determining the extent to which the Company is complying with the terms and conditions of this Ordinance. The Company agrees to pay reasonable expenses in connection therewith or reimburse the City for same, which expense the Company shall be entitled to recover through its rates and tariffs.

Section 15. - Acceptance.

In order to accept this Franchise, the Company must file its written acceptance of this Ordinance within forty-five (45) days after its final adoption by the City, in a form acceptable to the City Attorney. If this Ordinance is not accepted by the Company within forty-five (45) days, the Ordinance shall be rendered null and void.

Section 16. - Assignment or Transfer.

The Company may not assign or transfer this Franchise, and the rights granted thereby, to any entity without the prior written consent and approval of the City by formal resolution, which consent and approval shall not be unreasonably withheld.

Section 17. Notices.

Every notice, order, petition, documents or other direction or communication to be served upon the City or the Company shall be deemed sufficiently given if sent by registered or certified mail, return receipt requested.

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Every such communication to the Company shall be sent to:

SiEnergy, L.P.
June M. Dively, Chief Executive Officer
3 Lakeway Centre Court, Suite 110
Lakeway, TX 78734

Every such communication to the City shall be sent to:

The City of Waxahachie, Texas
ATTN: City Manager
401 S. Rogers St.
Waxahachie, Texas 75165

Section 18. Severability.

If any provision, section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional, void, or invalid or for any reason unenforceable, the validity of the remaining portions of this Ordinance shall not be affected thereby, it being the intent the City Council, in adopting this Ordinance, that no portion hereof or provision hereof shall become inoperative or fail by reason of any unconstitutionality or invalidity of any other portion, provision or regulation and, to this end, all provisions of this Ordinance are declared to be severable.

Section 19. Repeal.

All ordinances or parts of ordinances in force when the provisions of this Ordinance becomes effective which are inconsistent or in conflict with the terms and provisions contained in this Ordinance are hereby repealed, but only to the extent of such conflict.

Section 20. Governmental Function.

All of the regulations and activities required by this Ordinance are hereby declared to be governmental and for the health, safety and welfare of the general public.

Section 21. Effective date.

Provided and conditioned upon the City's receipt of the Company's acceptance as provided for in Section 15 herein, this Ordinance shall become effective thirty (30) days after its adoption by the City Council;

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Section 22. Conditions Precedent to Adoption Met

This Ordinance granting a public utility franchise has been read at two regular meetings of the City Council called in accordance with Chapter 551 of the Texas Government Code. Final action did not occur until after the second reading, which occurred at least thirty (30) days after the first reading. The caption of the Ordinance and a statement indicating where and how to obtain copies of the full Ordinance were published on the City's official website or other electronic media that was readily accessible to the public within ten (10) days after the first reading of the Ordinance.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF WAXAHACHIE, TEXAS, this
_____ day of _____, 2018.

The City of Waxahachie, Texas

Kevin Strength, Mayor

ATTEST:

City Secretary

APPROVED AS TO FORM:

Robert Brown, City Attorney

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CERTIFICATE FOR ORDINANCE

THE STATE OF TEXAS
COUNTY OF ELLIS
CITY OF WAXAHACHIE

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

1. The City Council of said City convened in Regular Meeting on August 20, 2018, at the designated meeting place, and the roll was called of the duly constituted officers and members of said City Council, to wit:

| | |
|------------------|----------------|
| Kevin Strength | Mayor |
| David Hill | Mayor Pro Tem |
| Chuck Beatty | Council Member |
| Mary Lou Shipley | Council Member |
| Melissa Olson | Council Member |
| Lori Cartwright | City Secretary |

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

ORDINANCE PROVIDING FOR THE ISSUANCE OF CITY OF WAXAHACHIE, TEXAS, COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2018, IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$14,500,000, AND ORDAINING OTHER MATTERS RELATING TO THE SUBJECT

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

AYES: _____ NOES: _____ ABSTAIN: _____

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

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

SIGNED AND SEALED ON AUGUST 20, 2018.

City Secretary,
City of Waxahachie, Texas

Mayor,
City of Waxahachie, Texas

(CITY SEAL)

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ORDINANCE NO. _____

ORDINANCE PROVIDING FOR THE ISSUANCE OF CITY OF WAXAHACHIE, TEXAS, COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2018, IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$14,500,000, AND ORDAINING OTHER MATTERS RELATING TO THE SUBJECT

WHEREAS, on June 18, 2018, the City Council of the City of Waxahachie (the "City" or the "Issuer") passed a resolution authorizing and directing notice of its intention to issue certificates of obligation in a maximum principal amount of \$14,500,000, with such notice to be published in a newspaper as required by Section 271.049 of the Texas Local Government Code ("Section 271.049"); and

WHEREAS, a notice was published in the *Waxahachie Daily Light*, a "newspaper" of the type described in Section 2051.044 of the Texas Government Code, as required by Section 271.049, on June 22, 2018 and June 29, 2018; and

WHEREAS, said notice stated that the City Council of the City tentatively proposed to adopt an ordinance authorizing the issuance of the certificates of obligation at a regular meeting to commence at 7:00 o'clock, p.m., on the 20th day of August, 2018; and

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

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

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

Section 1. AUTHORIZATION OF CERTIFICATES OF OBLIGATION. That the City's certificates of obligation, to be designated the "City of Waxahachie, Texas Combination Tax and Revenue Certificate of Obligation, Series 2018" (the "Certificates"), are hereby authorized to be issued and delivered in an aggregate principal amount of \$_____ for the purpose of paying contractual obligations to be incurred by the City for the following purposes, to-wit,

- 1) construction of improvements to streets and public mobility infrastructure, including the acquisition of right-of-way, through the city;
- 2) the construction of improvements and extensions to the City's water and wastewater systems;
- 3) construction of an amphitheater at the intersection of South College Street and South Rogers Street; and
- 4) the payment of fiscal, engineering and legal fees incurred in connection therewith.

The term "Certificates" as used in this Ordinance shall mean and include collectively the certificates of obligation initially issued and delivered pursuant to this Ordinance and all substitute certificates of obligation exchanged therefor, as well as all other substitute certificates of obligation and replacement

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certificates of obligation issued pursuant hereto, and the term "Certificate" shall mean any of the Certificates.

Section 2. DATE, DENOMINATIONS, NUMBERS, MATURITIES, AND INTEREST RATES. That the Certificates shall initially be issued, sold, and delivered hereunder as fully registered certificates, without interest coupons, dated the Date of Delivery (as hereinafter defined), shall be in principal denominations of \$5,000 or any integral multiple thereof (an "Authorized Denomination"), shall be numbered consecutively from R-1 upward, payable to the respective initial registered owner thereof, or to the registered assignee or assignees of the Certificates or any portion thereof (in each case, the "registered owner") in the manner provided and on the dates stated in the FORM OF CERTIFICATE, and shall mature on August 1 in each of the years in the principal amounts, respectively, bearing interest from the Date of Delivery to their respective dates of maturity or redemption prior to maturity at the rates per annum, as set forth in the following schedule:

| Year | Principal Amount (\$) | Interest (%) | Year | Principal Amount (\$) | Interest (%) |
|------|--------------------------|--------------|------|--------------------------|--------------|
| 2019 | | | 2029 | | |
| 2020 | | | 2030 | | |
| 2021 | | | 2031 | | |
| 2022 | | | 2032 | | |
| 2023 | | | 2033 | | |
| 2024 | | | 2034 | | |
| 2025 | | | 2035 | | |
| 2026 | | | 2036 | | |
| 2027 | | | 2037 | | |
| 2028 | | | 2038 | | |

Section 3. REDEMPTION. (a) *Optional Redemption*. That the City reserves the right to redeem the Certificates maturing on and after August 1, 2029, in whole or in part, in Authorized Denominations, on August 1, 2028, or on any date thereafter, at the redemption price of par plus accrued interest thereon to the date fixed for redemption. If less than all of the Certificates are to be redeemed by the City, the City shall determine the maturity or maturities and the amounts thereof to be redeemed and shall direct the Paying Agent/Registrar (hereinafter defined) to call by lot Certificates, or portions thereof, within such maturity or maturities and in such principal amounts, for redemption; provided that during any period in which ownership of the Certificates is determined only by a book entry at a securities depository for the Certificates, if fewer than all of the Certificates of the same maturity and bearing the same interest rate are to be redeemed, the particular Certificates of such maturity and bearing such interest rate shall be selected in accordance with the arrangements between the City and the securities depository. The City shall notify the Paying Agent/Registrar at least forty-five (45) days prior to the scheduled redemption date that a redemption of the Certificates is to be effected.

(b) *Mandatory Sinking Fund Redemption*. The Certificates are [not] subject to mandatory sinking fund redemption prior to their scheduled maturities[, in the manner set forth in the FORM OF CERTIFICATE].

(c) *Notice*. At least thirty (30) days prior to the date fixed for any such redemption the City shall cause a written notice of such redemption to be deposited in the United States mail, first-class postage prepaid, addressed to each such registered owner at the address shown on the Registration Books (hereinafter defined) of the Paying Agent/Registrar on the 45th day before such redemption date. By the date fixed for any such redemption, due provision shall be made by the City with the Paying Agent/Registrar

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

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

Section 4. CHARACTERISTICS OF THE CERTIFICATES. (a) *Registration of Certificates.* That the Issuer shall keep or cause to be kept at the designated corporate trust office of The Bank of New York Mellon Trust Company, N.A., or such other bank, trust company, financial institution, or other agency named in accordance with the provisions of subsection (g) of this Section (the "Paying Agent/Registrar"), books or records for the registration and transfer of the Certificates (the "Registration Books"), and the Issuer hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such transfers and registrations under such reasonable regulations as the Issuer and the Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such transfers and registrations as herein provided. The place of payment so designated by the Paying Agent/Registrar shall be referred to herein as the "Designated Trust Office" of the Paying Agent/Registrar. It shall be the duty of the Paying Agent/Registrar to obtain from the registered owner and record in the Registration Books the address of the registered owner of each Certificate to which payments with respect to the Certificates shall be mailed, as herein provided. The Issuer or its designee shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar at its Designated Trust Office, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. Registration of each Certificate may

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be transferred in the Registration Books only upon presentation and surrender thereof to the Paying Agent/Registrar at its Designated Trust Office for transfer of registration and cancellation, together with proper written instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing the assignment of such Certificate, or any portion thereof in an Authorized Denomination, to the assignee or assignees thereof, and the right of such assignee or assignees to have such Certificate or any such portion thereof registered in the name of such assignee or assignees. Upon the assignment and transfer of any Certificate or any portion thereof, a new substitute Certificate or Certificates shall be issued in exchange therefor in the manner herein provided. As of the date this Ordinance is approved by the Issuer, the Designated Trust Office is the Dallas, Texas office of The Bank of New York Mellon Trust Company, N.A., set forth in the "Paying Agent/Registrar Agreement" executed by the City and the Paying Agent/Registrar in connection with the sale and delivery of the Certificates.

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

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

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

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

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

(f) *Fees of Paying Agent/Registrar.* The City shall pay the Paying Agent/Registrar's reasonable and customary fees and charges for making transfers of Certificates, but the registered owner of any Certificate requesting such transfer shall pay any taxes or other governmental charges required to be paid with respect thereto. The registered owner of any Certificate requesting any exchange shall pay the Paying Agent/Registrar's reasonable and standard or customary fees and charges for exchanging any such Certificate or portion thereof, together with any taxes or governmental charges required to be paid with respect thereto, all as a condition precedent to the exercise of such privilege of exchange, except, however, that in the case of the exchange of an assigned and transferred Certificate or any portion thereof in any Authorized Denomination, and in the case of the exchange of the unredeemed portion of a Certificate which has been redeemed in part prior to maturity, as provided in this Ordinance, such fees and charges will be paid by the City. In addition, the City hereby covenants with the registered owners of the Certificates that it will pay the (i) reasonable and standard or customary fees and charges of the Paying Agent/Registrar for its services with respect to the payment of the principal of and interest on Certificates, when due, and (ii) fees and charges of the Paying Agent/Registrar for services with respect to the transfer or registration of Certificates solely to the extent above provided, and with respect to the exchange of Certificates solely to the extent above provided.

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

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

Section 5. FORM OF CERTIFICATE. That the Certificates, including the form of the Comptroller's Registration Certificate to accompany the Certificates initially issued and delivered to the Purchaser pursuant to Section 22 of this Ordinance, and both the forms of the Authentication Certificate and of Assignment to be printed on each of the Certificates authorized to be issued and delivered hereunder, shall be substantially in the form as set forth in Exhibit A to this Ordinance, with such appropriate variations, omissions, or insertions as are permitted or required by this Ordinance. The printer of the Certificates is hereby authorized to print on the Certificates (i) the form of bond counsel's opinion relating to the Certificates, and (ii) an appropriate statement of insurance furnished by a municipal bond insurance company providing municipal bond insurance, if any, covering all or any part of the Certificates.

Section 6. DEFINITIONS. That the term "Available Revenues" shall have the meaning given said term in Section 7 hereof; the term "Business Day" means any day that is not a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the Designated Trust Office of the Paying Agent/Registrar is located are authorized by law or executive order to close; the term "Code" means the Internal Revenue Code of 1986; the term "Date of Delivery" means the day on which the Bonds initially issued are delivered to the Purchaser or the Purchaser's nominee; "MSRB" means the Municipal Securities Rulemaking Board; the term "Rule" means SEC Rule 15c2-12; the term "SEC" means the United States Securities and Exchange Commission; and the term "Surplus Revenues" means the revenues pledged herein from the operation of the City's combined waterworks and sewer system (not to exceed \$1,000) remaining after payment of all operation and maintenance expenses thereof and other obligations heretofore or hereafter incurred to which such revenues have been or shall be encumbered by a lien on and pledge of such revenues superior to the lien on and pledge of such revenues to the Certificates.

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Section 7. INTEREST AND SINKING FUND. That a special fund or account, to be designated the "City of Waxahachie, Texas Series 2018 Certificate of Obligation Interest and Sinking Fund" (the "Interest and Sinking Fund") is hereby created and shall be established and maintained by the City. The Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of the City, and shall be used only for paying principal of and interest on the Certificates as such principal and interest comes due. All ad valorem taxes levied and collected for and on account of the Certificates shall be deposited, as collected, to the credit of the Interest and Sinking Fund. During each year while any Certificate is outstanding and unpaid, the City Council shall compute and ascertain the rate and amount of ad valorem tax, based on the latest approved tax rolls of the City, with full allowances being made for tax delinquencies and costs of tax collections, which will be sufficient to raise and produce the money required to pay the interest on the Certificates as such interest comes due, and to provide and maintain a sinking fund to pay the principal of the Certificates as such principal matures (including principal maturing due to mandatory sinking fund redemption, if any), but never less than 2% of the outstanding principal amount of the Certificates as a sinking fund each year. The rate and amount of ad valorem tax is hereby ordered to be levied against all taxable property in the City for each year while any Certificate is outstanding and unpaid, and the ad valorem tax shall be assessed and collected each such year and deposited to the credit of the Interest and Sinking Fund. The ad valorem taxes necessary to pay the interest on and principal of the Certificates, as such interest comes due and such principal matures, are hereby pledged for such payment, within the limit prescribed by law. Notwithstanding the foregoing, if the City deposits or budgets to be deposited in the Interest and Sinking Fund any other revenues, income or resources, including without limitation, Surplus Revenues (the "Available Revenues"), in advance of the time when ad valorem taxes are scheduled to be levied for any year, then the amount of taxes which otherwise would have been required to be levied may be reduced to the extent and by the amount of the Available Revenues then on deposit or budgeted to be deposited in the Interest and Sinking Fund.

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

Section 9. CONSTRUCTION FUND. (a) *Construction Fund Established.* The City hereby creates and establishes and shall maintain on the books of the City a separate fund to be entitled "City of Waxahachie, Texas Series 2018 Certificate of Obligation Construction Fund" (the "Construction Fund"), for use by the City for payment of all lawful costs associated with the acquisition and construction of the projects described in clauses (1), (2), and (3) of Section 1, and the payment of the costs described in clause (4) of Section 1. Upon payment of all such costs, any money remaining on deposit to the credit of the Construction Fund shall be transferred to the Interest and Sinking Fund. Amounts so deposited to the credit of the Interest and Sinking Fund shall be used in the manner described in Section 7.

(b) *Investment of Moneys.* The City may invest proceeds of the Certificates (including investment earnings thereon) and amounts deposited to the credit of the Interest and Sinking Fund in investments authorized by the Public Funds Investment Act, Chapter 2256, Government Code, and the City's investment policy. The City covenants that the proceeds of the sale of the Certificates will be used as soon as practicable for the purposes for which the Certificates are issued.

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

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Section 11. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED CERTIFICATES.

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

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

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

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

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

Section 12. FEDERAL INCOME TAX MATTERS. That the City covenants to take such action as to ensure, or refrain from any action which would adversely affect, the treatment of the Certificates as obligations described in section 103 of the Code, the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the City covenants as follows:

(a) to take any action to assure that no more than 10 percent of the proceeds of the Certificates or the projects financed or refinanced therewith (less amounts deposited to a reserve fund, if any) are used for any "private business use", as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds are so used, that amounts, whether or not received by the City, with respect to such private

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business use, do not, under the terms of this Ordinance or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Certificates, in contravention of section 141(b)(2) of the Code;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The resolution adopted by the City Council on June 18, 2018, described in the preamble to this Ordinance was intended to satisfy the official intent requirements set forth in section 1.150-2 of the Treasury Regulations.

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

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

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if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

Section 15. DEFAULT AND REMEDIES.

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

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

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

(b) *Remedies for Default.*

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

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

(c) *Remedies Not Exclusive.*

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

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

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

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

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

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

Section 18. CONTINUING DISCLOSURE OBLIGATION. (a) *Annual Reports.* (i) That the City shall provide annually to the MSRB, in an electronic format prescribed by the MSRB, certain updated

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financial information and operating data of City, being the following (1) the City's financial statements; and (2) the information found in Tables 1 through 6 and 8 through 15 in the Official Statement authorized by Section 22 of this Ordinance. The City will update and provide the information in Tables 1 through 6 and 8 through 15 of the Official Statement within six months after the end of each fiscal year ending in and after 2018. The City's financial statements so to be provided shall be (1) prepared in accordance with the accounting principles described in the financial statements of the City appended to the Official Statement and attached as Exhibit B hereto, or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation, and (2) audited, if the City commissions an audit of such statements and the audit is completed within twelve (12) months after the end of each fiscal year ending in or after 2018. If audited financial statements are not available by the end of the twelve (12) month period, then the City shall provide notice that the audited financial statements are not available, shall provide unaudited financial statements by the required time, and the City shall provide audited financial statements for the applicable fiscal year to the MSRB, when and if the audit report on such statements becomes available.

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

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

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Certificates, or other events affecting the tax status of the Certificates;
7. Modifications to rights of holders of the Certificates, if material;
8. Certificate calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Certificates, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership or similar event of the City;
13. The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
14. Appointment of a successor Paying Agent/Registrar or change in the name of the Paying Agent/Registrar, if material.

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As used in clause 12 above, the phrase "bankruptcy, insolvency, receivership or similar event" means the appointment of a receiver, fiscal agent or similar officer for the City in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets of the City, or if jurisdiction has been assumed by leaving the City Council and official or officers of the City in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City. In addition, the City shall notify the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with subsection (a) of this Section by the time required by such subsection.

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

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

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

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

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

(vi) The provisions of this Section may be amended by the City from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Certificates in the primary offering of the Certificates in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (A) the registered owners

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of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the outstanding Certificates consent to such amendment or (B) a person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interest of the registered owners and beneficial owners of the Certificates. If the City so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with subsection (a) of this Section an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information or operating data so provided. The City may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Certificates in the primary offering of the Certificates.

Section 19. DEFEASANCE. (a) *Deemed Paid.* That any Certificate and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "Defeased Certificate") within the meaning of this Ordinance, except to the extent provided in subsection (e) of this Section, when payment of the principal of such Certificate, plus interest thereon to the due date (whether such due date be by reason of maturity or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar in accordance with an escrow agreement or other instrument (the "Future Escrow Agreement") for such payment (1) lawful money of the United States of America sufficient to make such payment or (2) Defeasance Securities that mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money to provide for such payment, and when proper arrangements have been made by the City with the Paying Agent/Registrar for the payment of its services until all Defeased Certificates shall have become due and payable. At such time as a Certificate shall be deemed to be a Defeased Certificate hereunder, as aforesaid, such Certificate and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes or revenues herein levied and pledged as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Defeasance Securities. Notwithstanding any other provision of this Ordinance to the contrary, the City hereby reserves the option, to be exercised at the time of the defeasance of the Certificates, to call for redemption at an earlier date Defeased Certificates, provided that in the proceedings providing for the Defeased Bonds, the City: (1) expressly reserves the right to call the Defeased Certificates for redemption; (2) gives notice of the reservation of that right to the owners of the Defeased Certificates immediately following the making of the firm banking and financial arrangements; and (3) directs that notice of the reservation be included in any redemption notices that it authorizes.

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

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

(d) *Defeasance Securities.* The term "Defeasance Securities" means any securities or obligations now or hereafter authorized by the laws of the State of Texas as eligible to discharge obligations such as the Certificates. The laws of the State of Texas currently permit defeasance of obligations such as the Certificates with the following types of securities: (i) direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America; (ii) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the City Council approves the proceedings authorizing the defeasance of the Bonds or the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent; and (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the City Council approves the proceedings authorizing the defeasance of the Bonds or the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent.

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

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

(a) *Amendments Not Requiring Consent.* The City may from time to time, without the consent of any holder of the Certificates, except as otherwise required by paragraph (b) below, amend or supplement this Ordinance in order to (1) cure any ambiguity, defect or omission in this Ordinance that does not materially adversely affect the interest of the holders of the Certificates, (2) grant additional rights or security for the benefit of the holders of the Certificates, (3) add events of default as shall not be inconsistent with the provisions of this Ordinance and that shall not materially adversely affect the interest of the holders of the Certificates, (4) qualify this Ordinance under the Trust Indenture Act of 1939, as amended, or corresponding provisions of federal laws from time to time in effect, or (5) make such other provisions in regard to matters or questions arising under this Ordinance that are not inconsistent with the provisions hereof and which, in the opinion of nationally-recognized bond counsel selected by the City, do not materially adversely affect the interests of the holders of the Certificates.

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

- (1) Make any change in the maturity of any of the outstanding Certificates,
- (2) Reduce the rate of interest borne by any of the outstanding Certificates,

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(3) Reduce the amount of the principal of, or redemption premium, if any, payable on any outstanding Certificates,

(4) Modify the terms of payment of principal of, redemption premium, if any, or interest on the outstanding Certificates, or imposing any condition with respect to such payment, or

(5) Change the minimum percentage of the principal amount of the Certificates necessary for consent to such amendment.

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

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

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

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

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

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

Section 22. SALE OF CERTIFICATES. (a) *Sale.* That the Certificates are hereby sold and shall be delivered to [--] (the "Purchaser") for the purchase price of par, plus premium in the amount of \$[PREMIUM], pursuant to the terms and provisions of an Official Notice of Sale and Official Bid Form, in substantially the form presented at this meeting, which the Mayor (or in the Mayor's absence the Mayor Pro Tem) is hereby authorized to execute and deliver. Certificates, one for each principal amount and maturing on the respective maturity date as set forth in Section 2 hereof, shall be delivered to the Purchaser, and the Purchaser shall have the right to exchange such Certificates as provided in Section 4 hereof without cost. The Certificates shall be initially registered in the name of the Purchaser or the Purchaser's nominee.

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(b) It is hereby officially found, determined and declared that the Certificates have been sold in a public sale to the Purchaser, after receiving sealed bids pursuant to an Official Notice of Sale and Official Bid Form. Before being awarded the winning bid, the Purchaser provided to the City [a copy of the required disclosure filing submitted to the Texas Ethics Commission in accordance with Section 2252.908, Texas Government Code][certified in the Official Bid Form that it is exempt from the disclosure form filing requirements of the Texas Ethics Commission pursuant to Section 2252.908(c)(4), Texas Government Code]. The sale of the Certificates to the Purchaser was on terms that are most advantageous to the City reasonably obtained and, upon the advice of the City's financial advisor, is in the best interests of the City.

(c) *Offering Documents.* The City Council hereby approves the form and content of the Official Statement relating to the Certificates and any addenda, supplement or amendment thereto (the "Official Statement"), and approves the distribution of such Official Statement in the reoffering of the Certificates by the Purchaser in final form, with such changes therein or additions thereto as the officer executing the same may deem advisable, such determination to be conclusively evidenced by his execution thereof. The distribution and use of the Preliminary Official Statement prior to the date hereof is hereby ratified and confirmed. The City Council also hereby approves the form and content of both the Official Notice of Sale and the Official Bid Form, and hereby ratifies and confirms the use of the Notice of Sale and Official Bid Form for the solicitation of bids on the Bonds prior to the date hereof.

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

Section 24. USE OF PROCEEDS. That the proceeds from the sale of the Certificates may be used for the purposes described in Section 1 of this Ordinance, in the manner described in the letter of instructions executed by the City or on behalf of the City by its financial advisor. The foregoing notwithstanding, proceeds representing accrued interest on the Certificates shall be deposited to the credit of the Interest and Sinking Fund, and proceeds representing premium on the Certificates shall be used in a manner consistent with the provisions of Section 1201.042(d), Texas Government Code, as amended. Any amounts remaining after completion of the improvements described in Section 1 hereof shall be transferred FIRST to the Rebate Fund, to the extent required by Section 12 hereof and as further described in Section 25 hereof, and THEREAFTER to the Interest and Sinking Fund. The proceeds from the sale of the Certificates, including premium, to be deposited to the credit of the Construction Fund shall not exceed \$14,500,000.

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

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

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

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

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

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

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

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

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

(i) *Payment of Attorney General Fee Authorized.* The City Council hereby authorizes the payment of the fee of the Office of the Attorney General of the State of Texas for the examination of the proceedings

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relating to the issuance of the Certificates, in the amount determined in accordance with the provisions of Section 1202.004, Texas Government Code.

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

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

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**Exhibit A
to
Ordinance**

FORM OF CERTIFICATE

NO. R-

\$ _____

UNITED STATES OF AMERICA
STATE OF TEXAS
COUNTY OF ELLIS
CITY OF WAXAHACHIE, TEXAS
COMBINATION TAX AND REVENUE
CERTIFICATES OF OBLIGATION
SERIES 2018

| <u>MATURITY DATE</u> | <u>INTEREST RATE</u> | <u>DATE OF DELIVERY</u> | <u>CUSIP</u> |
|----------------------|----------------------|-------------------------|--------------|
| August 1, [-] | % | September 19, 2018 | |

ON THE MATURITY DATE SPECIFIED ABOVE, THE CITY OF WAXAHACHIE, TEXAS, in Ellis County (the "City" or the "Issuer"), being a political subdivision of the State of Texas, hereby promises to pay to _____, or to the registered assignee hereof (either being hereinafter called the "registered owner") the principal amount of

_____ DOLLARS

and to pay interest thereon, from the Date of Delivery specified above, to the Maturity Date specified above, or the date of its redemption prior to scheduled maturity, at the interest rate per annum specified above, with said interest payable on February 1, 2019, and semiannually on each August 1 and February 1 thereafter; except that if this Certificate is required to be authenticated and the date of its authentication is later than February 1, 2019, such interest is payable semiannually on each August 1 and February 1 following such date.

THE PRINCIPAL OF AND INTEREST ON this Certificate are payable in lawful money of the United States of America, without exchange or collection charges. At maturity, or upon the date fixed for its redemption prior to maturity, the principal of this Certificate shall be paid to the registered owner hereof upon presentation and surrender of this Certificate at the designated corporate trust office in Dallas, Texas (the "Designated Trust Office") of The Bank of New York Mellon Trust Company, N.A., which is the "Paying Agent/Registrar" for this Certificate. The payment of interest on this Certificate shall be made by the Paying Agent/Registrar to the registered owner hereof on each interest payment date by check, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the Issuer required by the ordinance authorizing the issuance of this Certificate (the "Certificate Ordinance") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the registered owner hereof, at its address as it appeared at the close of business on fifteenth calendar day of the month next preceding such interest payment date (the "Record Date") on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. Any accrued interest due at maturity or redemption prior to

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maturity, as provided herein, shall be paid to the registered owner upon presentation and surrender of this Certificate for payment at the Designated Trust Office of the Paying Agent/Registrar. The Issuer covenants with the registered owner of this Certificate that on or before each principal and interest payment date for this Certificate it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Certificate Ordinance, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Certificates, when due.

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

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

THIS CERTIFICATE is one of a Series of Certificates dated [September 19], 2018, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of \$[PRINCIPAL], for the purpose of paying contractual obligations to be incurred by the City, to-wit, improvements to streets and public mobility infrastructure, including the acquisition of right-of-way, throughout the City; the construction of improvements and extensions to the City's water and wastewater systems; the construction of an amphitheater at the intersection of South College Street and South Rogers Street; and the payment of fiscal, engineering and legal fees incurred in connection therewith.

THE CERTIFICATES of this Series scheduled to mature on and after August 1, 2029 may be redeemed prior to their scheduled maturities, in whole, or in part in principal amounts of \$5,000 or any integral multiple thereof, at the option of the City, on August 1, 2028, or on any date thereafter, at the redemption price of par plus accrued interest to the date fixed for redemption. If less than all of the Certificates are to be redeemed by the City, the City shall determine the maturity or maturities and the amounts therewith to be redeemed and shall direct the Paying Agent/Registrar to call by lot Certificates, or portions thereof, within such maturity or maturities and in such principal amounts, for redemption; *provided*, that during any period in which ownership of the Certificates is determined only by a book entry at a securities depository for the Certificates, if fewer than all of the Certificates of the same maturity and bearing the same interest rate are to be redeemed, the particular Certificates of such maturity and bearing such interest rate shall be selected in accordance with the arrangements between the City and the securities depository.

[THE CERTIFICATES scheduled to mature on August 1, in the years [--], (the "Term Certificates") are subject to scheduled mandatory sinking fund redemption by the Paying

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Agent/Registrar by lot, or by any other customary method that results in a random selection, at a price equal to the principal amount thereof, plus accrued interest to the redemption date, out of moneys available for such purpose in the interest and sinking fund for the Certificates, on the dates, and in the respective principal amounts, as set forth in the following schedule:

| Term Certificates Maturity: August 1, 20[--] | | Term Certificates Maturity: August 1, 20[--] | |
|---|---------------------|---|---------------------|
| Mandatory Redemption Date | Principal Amount | Mandatory Redemption Date | Principal Amount |
| August 1, 20[--] | \$ [--] | August 1, 20[--] | \$ [--] |
| August 1, 20[--]* | [--] | August 1, 20[--]* | [--] |
| *Stated Maturity | | *Stated Maturity | |

To the extent, however, that Certificates subject to sinking fund redemption have been previously purchased or called for redemption in part and otherwise than from a sinking fund redemption payment, each annual sinking fund payment for such Certificate shall be reduced by the amount obtained by multiplying the principal amount of Certificates so purchased or redeemed by the ratio which each remaining annual sinking fund redemption payment for such Certificates bears to the total remaining sinking fund payments, and by rounding each such payment to the nearest \$5,000 integral; *provided*, that during any period in which ownership of the Certificates is determined only by a book entry at a securities depository for the Certificates, the particular Certificates to be called for mandatory redemption shall be selected in accordance with the arrangements between the City and the securities depository.]

A WRITTEN NOTICE OF redemption shall be sent to the registered owner of each Certificate or a portion thereof being called for redemption at least 30 days prior to the date fixed for such redemption by depositing such notice in the United States mail, first-class postage prepaid, addressed to each such registered owner at his address shown on the Registration Books of the Paying Agent/Registrar. If such notice of redemption is mailed, and if due provision for such payment is made, all as provided above, this Certificate, or the portion hereof which is to be so redeemed, thereby automatically shall be redeemed prior to its scheduled maturity, and shall not bear interest after the date fixed for its redemption, and shall not be regarded as being outstanding except for the right of the registered owner to receive the redemption price plus accrued interest to the date fixed for redemption from the Paying Agent/Registrar out of the funds provided for such payment. The Paying Agent/Registrar shall record in the Registration Books all such redemptions of principal of this Certificate or any portion hereof. If a portion of any Certificate shall be redeemed a substitute Certificate or Certificates having the same maturity date, bearing interest at the same rate, in any denomination or denominations in any integral multiple of \$5,000, at the written request of the registered owner, and in aggregate principal amount equal to the unredeemed portion thereof, will be issued to the registered owner upon the surrender thereof for cancellation, at the expense of the Issuer, all as provided in the Ordinance.

THE FOREGOING NOTWITHSTANDING, with respect to any optional redemption of the Certificates, unless certain prerequisites to such optional redemption required by the Certificate Ordinance have been met and money sufficient to pay the principal of, premium, if any, and interest on the Certificates to be redeemed will have been received by the Paying Agent/Registrar prior to giving such notice, such notice may state that the optional redemption will, at the option of the City, be conditional upon the satisfaction of such prerequisites and receipt of such money by the Paying Agent/Registrar on or prior to the date fixed for such redemption or upon any prerequisite set forth in

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the notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption are not satisfied, such notice will be of no force and effect, the City will not redeem such Certificates and the Paying Agent/Registrar will give notice in the manner in which the notice of redemption was given, to the effect that such Certificates will not be redeemed.

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

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

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

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

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

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

XXXXX
City Secretary

XXXXX
Mayor

(SEAL)

FORM OF PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

It is hereby certified that this Certificate has been issued under the provisions of the proceedings adopted by the City as described in the text of this Certificate; and that this Certificate has been issued in exchange for or replacement of a Certificate of an issue which originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated _____

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

By _____
Authorized Representative

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

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

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

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

(SEAL)

Comptroller of Public Accounts of
the State of Texas

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FORM OF ASSIGNMENT

ASSIGNMENT

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

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

/ _____ /

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

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

Dated: _____

Signature Guaranteed:

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

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

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**Exhibit B
to
Ordinance**

DESCRIPTION OF ANNUAL FINANCIAL INFORMATION

The following information is referred to in Section 18 of this Ordinance.

Annual Financial Statements and Operating Data

The financial information and operating data with respect to the City to be provided annually in accordance with such Section are as specified below (and included in the Appendix or under the headings of the Official Statement referred to):

1. The information included in the Official Statement under the following captions, but for the most recently concluded fiscal year: Tables 1 through 6 and 8 through 15, inclusive.
2. Appendix B to the Official Statement, **"Excerpts from the Annual Financial Report of the City of Waxahachie, Texas for the Fiscal Year Ended September 30, 2017"**.

Accounting Principles

The accounting principles referred to in such Section are the accounting principles described in the notes to the Annual Financial Report referred to above.

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**APPROX
ISSUE
AMOUNT***

STREETS

| | |
|------------------|-----------|
| Lavista | 1,008,000 |
| Indian Hill Dr | 1,882,000 |
| N Hawkins | 1,144,000 |
| Mathew St Bridge | 366,000 |

TOTAL - ALL STREET PROJ

4,200,000 4,200,000

WATER

| | |
|--|---------|
| Utility Maint. Building Construction | 451,000 |
| 2015 Katy Lake Water Improvements (Part 1) | 440,000 |
| 2015 Water Improvements - Residential (Part2) | 25,000 |
| Howard Rd SWPT - High Svc Electrical Imp & Generator | 434,000 |
| TxDOT Couplet Water Lines Elm & Monroe | 200,000 |
| 791/76* Svc Area Realignment | 50,000 |
| Howard Rd SWPT Land Acq | 400,000 |
| Clarifier Rehab / Hwd Road | 400,000 |

TOTAL - ALL WATER PROJ

2,400,000 2,400,000

WASTE WATER

NON-IMPACT FEE ELIG.

| | |
|------------------------------|---------|
| Utility Maint Building (1/2) | 451,000 |
| WW Treat Plant Clarifier # 3 | 400,000 |
| Grove Creek Forcemain Reloc | 305,000 |
| Ennis Elder Cleaver Rd | 64,000 |
| TxDot Couplet Sewers | 208,000 |

Tot 1,428,000

IMPACT FEE ELIG.

| | |
|-----------------------------------|-----------|
| Revised WW Treatment Plant Phase1 | 1,320,000 |
| Revsd Lower Mustang Cr | 290,000 |
| Revsd Broadhead Rd Lift Sta | 200,000 |
| Cole Crk Trnk Swr & Aband | 1,510,000 |
| Lower Mustang Cr Cap Imp | 152,000 |

Tot 3,472,000

TOTAL - ALL W WATER PROJ

4,900,000 4,900,000

AMPHITHEATER

| | |
|---------------------------------|-----------|
| (Supported by Development Corp) | 2,000,000 |
| (Supported by TIRZ) | 1,000,000 |

TOTAL AMPHITHEATER

3,000,000 3,000,000

14,500,000

* Subject to minor revision due to bond premiums etc.



City Council
Waxahachie City Hall
401 S. Rogers Street
Waxahachie, Texas 75165

Date: 7/5/18

Dear City Council Members:

The Texas Baptist Home, located in the city of Waxahachie and Bedford, provides a variety of campus and community based services to children, youth and families. One of these programs includes providing foster care for children requiring therapeutic services.

We are notifying you, as required by our license with the Texas Department of Family and Protective Services that one of our licensed therapeutic families will be renting and residing at 803 Dunn St in Waxahachie. We have also notified and received a signed agreement with the Waxahachie Independent School District regarding the educational plan for the children in this foster home.

Please contact me if you have any questions or concerns.

Sincerely,

Staci Beck
Foster Care Director
972-937-1321
sbeck@tbhc.org