

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 17, 2020 at 7:00 p.m.***

Council Members: David Hill, Mayor
Mary Lou Shipley, Mayor Pro Tem
Chuck Beatty, Councilmember
Kevin Strength, 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 3, 2020
 - b. Minutes of the City Council briefing of August 3, 2020
 - c. Set City Council meeting for September 8, 2020
 - d. Waxahachie Community Development Corporation contribution to Optimist for pool renovation
6. ***Consider*** and take action on an ordinance providing for the issuance of the City of Waxahachie, Texas Combination Tax and Revenue Certificates of Obligation, Series 2020, in an aggregate principal amount not to exceed \$23,255,000; and ordaining other matters relating to the subject
7. ***Continue Public Hearing*** on a request by Ryan Combs, Gardner Capital, for a Zoning Change from a Single Family-3 zoning district to Planned Development-Multiple Family-2, with Concept Plan, located at the Southeast corner of Parks School House Road and East Main Street (Property ID 138271) - Owner: STARPEACH TEXAS LP (ZDC-77-2020)
8. ***Consider*** proposed Ordinance approving ZDC-77-2020
9. ***Consider*** Development Agreement for ZDC-77-2020

10. **Consider** proposed Resolution for senior housing for ZDC-77-2020
11. **Public Hearing** on a request by Brenden Determann, BFD Managing & Consulting LLC, for a Zoning Change from a Planned Development-General Retail zoning district to Single Family Residential-3, located north of 809 MLK (being a portion of Property ID 205458) - Owner: GIBSON & GIBSON LLC (ZDC-92-2020)
12. **Consider** proposed Ordinance approving ZDC-92-2020
13. **Public Hearing** on a request by Mikel Craig, Waxahachie ISD, for a Zoning Change from a Single Family-1 and Commercial zoning district to Planned Development-Commercial, located at 2541 US Highway 287 Bypass (Property ID 276711) - Owner: Waxahachie ISD (ZDC-104-2020)
14. **Consider** proposed Ordinance approving ZDC-104-2020
15. **Public Hearing** on a request by Matthew Smith, Vaquero Ventures, for a Specific Use Permit (SUP) for Convenience Store and Gasoline Sales use within a General Retail zoning district located at 1851 N Highway 77 (Property ID 262430) - Owner: TRIUMPH SQUARE LLC (ZDC-89-2020)
16. **Consider** proposed Ordinance approving ZDC-89-2020
17. **Consider** Development Agreement for ZDC-89-2020
18. **Public Hearing** on a request by Keaton L. Mai, The Dimension Group, for a Specific Use Permit (SUP) for Convenience Store and Gasoline Sales use within a General Retail zoning district located at the SW corner of Brown Street and US Highway 287 (being a portion of Property ID 179000) - Owner: BUFFALO CREEK PLAZA LLC (ZDC-96-2020)
19. **Consider** proposed Ordinance approving ZDC-96-2020
20. **Consider** Development Agreement for ZDC-96-2020
21. **Public Hearing** on a request by Terry Nay, The Wash on Brown, for a Specific Use Permit (SUP) for Auto Laundry or Car Wash use within a General Retail zoning district located at 2201 Brown Street (Property ID 278472) - Owner: THE NAY COMPANY INC (ZDC-87-2020)
22. **Consider** proposed Ordinance approving ZDC-87-2020
23. **Public Hearing** on a request by Ryan Morrow for a Specific Use Permit (SUP) for Trailer or Truck Sales or Rental use within a General Retail zoning district located at 3480 S Interstate 35 (Property ID 179036) - Owner: MORRIS COX (ZDC-88-2020)
24. **Consider** proposed Ordinance approving ZDC-88-2020

25. **Public Hearing** on a request by Clay Cristy, Claymoore Engineering, for a Specific Use Permit (SUP) for Pole Sign use within a Light Industrial-1 zoning district located at the SW corner of FM 66 and Interstate 35E (Property ID 174460) - Owner: DML LAND LLC (ZDC-91-2020)
26. **Consider** proposed Ordinance approving ZDC-91-2020
27. **Consider** setting Proposed Tax Rate and Dates for Public Hearing
28. **Consider** Interlocal Agreement with Waxahachie Independent School District for shared fiber networks
29. **Consider** bid award for Clift Street, Flat Street, and East Madison Street Reconstruction to J & K Excavation
30. **Consider** bid award for Royal Street Paving, Drainage and Utility Reconstruction to XIT Paving and Construction, Inc.
31. **Consider** design and engineering contract for Lee Penn Park Pool
32. **Consider** professional services contract with Plummer and Associates for raw water pump Station No. 2 electrical improvements at Lake Waxahachie
33. Comments by Mayor, City Council, City Attorney and City Manager
34. 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 3, 2020

(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 3, 2020 at 7:00 p.m.

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

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

1. Call to Order

Mayor David Hill called the meeting to order.

2. Invocation

3. Pledge of Allegiance and Texas Pledge of Allegiance

Mayor Pro Tem Mary Lou Shipley gave the invocation and led the Pledge of Allegiance and the Texas Pledge of Allegiance.

4. Public Comments

Mr. Alan Fox, 327 University Drive, Waxahachie, expressed concern with various “for sale” signs that are in the right-of-ways and public property. He asked they get cleaned up.

Mr. Kevin Ivey, 1980 E. Highland Road, Waxahachie, referenced Mr. Cornelius McCowan noting he is an impressive young man doing good for the community and participating in activities such as flag football and kickball at Penn Park. He encouraged the City to partner with Mr. McCowan in sport activities.

Mr. Paul Christenson, 110 Williams Street, Waxahachie, stated he does not know what the Executive Session item is on the agenda but hopes it does not pertain to the old Baylor hospital. He stated reconvening and taking necessary action would not be appropriate.

5. Consent Agenda

- a. Minutes of the City Council meeting of July 20, 2020
- b. Request by Tony Rieper for funding assistance with property at 108 E. Franklin

Action:

Councilmember Kevin Strength moved to approve items a. and b. on the Consent Agenda. Mayor Pro Tem Mary Lou Shipley seconded, All Ayes.

(5A)

6. **Continue Public Hearing on a request by Josh Millsap, KFM Engineering & Design, for a detailed Site Plan review for a proposed Subdivision development, Dove Hollow, within a Planned Development zoning district, located adjacent to and south of Grove Creek Rd (Property ID 192636, 192643, 192639, 192645) – Owner: CEH 212 LP (SP-75-2020)**

Mayor Hill continued the Public Hearing.

Planning Director Shon Brooks reported the property is a portion of the North Grove development and largely located adjacent to and south of Grove Creek Road. He stated the developer has updated the Site Plan to show all lots fronting Grove Creek Road to be 80' in width and noted city staff has worked with the applicant to create a Development Agreement for the Dove Hollow Subdivision. Mr. Brooks reported the site acreage is 213.46 acres. He presented a layout of the Site Plan depicting the proposed lots noting the development will be in three (3) phases. Mr. Brooks reviewed the proposed streets that will be contained within the subdivision. He stated the existing Grove Creek Road will be turned into a slip street alleviating the traffic in front of homes fronting what is currently Grove Creek Road. Mr. Brooks stated the zoning is in place and the applicant meets the zoning requirements. He recommended approval.

Those who spoke for SP-75-2020:

Mr. Josh Millsap, applicant, KFM Engineering & Design

Those who spoke against SP-75-2020:

Ms. Jennifer Chelwick, 2222 Abela Drive, Waxahachie

Mr. Greg Pickett, 329 Brookbend Drive, Waxahachie

There being no others to speak for or against SP-75-2020, Mayor Hill closed the Public Hearing.

7. **Consider approving SP-75-2020**

Action:

Councilmember Kevin Strength moved to approve a request by Josh Millsap, KFM Engineering & Design, for a detailed Site Plan review for a proposed Subdivision development, Dove Hollow, within a Planned Development zoning district, located adjacent to and south of Grove Creek Rd (Property ID 192636, 192643, 192639, 192645) – Owner: CEH 212 LP (SP-75-2020). Mayor Pro Tem Mary Lou Shipley seconded, All Ayes.

8. **Consider Development Agreement for SP-75-2020**

Action:

Councilmember Chuck Beatty moved to approve a Development Agreement for SP-75-2020. Councilmember Melissa Olson seconded, All Ayes.

(5a)

9. **Continue Public Hearing on a request by Amanda Mata, Peloton Land Solutions, for a Planned Development Amendment (PD-MF2), with Concept Plan, located at Conquest Boulevard and US Highway 287 (Property ID 191628) - Owner: DWBI INVESTMENTS, LLC (ZDC-84-2020)**

Mayor Hill continued the Public Hearing.

Mr. Brooks reported the applicant is requesting approval to allow for construction of a second phase of 188 residential units on 10.409 acres located at the intersection of Conquest Boulevard and US Highway 287. The development will consist of eight (8) apartment buildings, the maximum height will be three (3) stories, and a common area will be provided within the development. He reviewed the proposed Site Plan with amenities. Mr. Brooks stated the zoning is in place and the applicant meets the zoning requirements. He recommended approval.

Mr. Grant Robinson, 9026 West Drive, Dallas, property owner, thanked City staff for working with the applicant.

There being no others to speak for or against ZDC-84-2020, Mayor Hill closed the Public Hearing.

10. **Consider proposed Ordinance approving ZDC-84-2020**

ORDINANCE NO. 3198

AN AMENDMENT TO ORDINANCE 2296 AUTHORIZING A ZONING CHANGE FROM PLANNED DEVELOPMENT-MULTI FAMILY-2 (PD-MF2) TO PLANNED DEVELOPMENT-MUTI FAMILY-2 (PD-MF2), WITH AMENDED ORDINANCE LOCATED AT THE INTERSECTION OF CONQUEST BOULEVARD AND US HIGHWAY 287, IN THE CITY OF WAXAHACHIE, ELLIS COUNTY, TEXAS, BEING 10.407 ACRES KNOWN AS A PORTION OF PROPERTY ID 191628 OF ABSTRACT 1080 OF THE WM C TUNNELL SURVEY, AND ORDERING THE CHANGING OF THE ZONING MAP THEREOF IN ACCORDANCE WITH SAID CHANGE.

Action:

Councilmember Kevin Strength moved to approve Ordinance No. 3198. Mayor Pro Tem Mary Lou Shipley seconded, All Ayes.

11. **Consider Development Agreement for ZDC-84-2020**

Action:

Mayor Pro Tem Mary Lou Shipley moved to approve a Development Agreement for ZDC-84-2020. Councilmember Melissa Olson seconded, All Ayes.

12. **Continue Public Hearing on a request by Ryan Combs, Gardner Capital, for a Zoning Change from a Single Family-3 zoning district to Planned Development-Multiple Family-2, with Concept Plan, located at the Southeast corner of Parks School House Road and East Main Street (Property ID 138271) - Owner: STARPEACH TEXAS LP (ZDC-77-2020)**

(5A)

Mayor Hill continued the Public Hearing and announced the applicant requested to continue the case to the City Council meeting of August 17, 2020.

13. Consider proposed Ordinance approving ZDC-77-2020

Action:

Councilmember Kevin Strength moved to continue the Public Hearing on a request by Ryan Combs, Gardner Capital, for a Zoning Change from a Single Family-3 zoning district to Planned Development-Multiple Family-2, with Concept Plan, located at the Southeast corner of Parks School House Road and East Main Street (Property ID 138271) - Owner: STARPEACH TEXAS LP (ZDC-77-2020) to the City Council meeting of August 17, 2020. Councilmember Chuck Beatty seconded, All Ayes.

14. Consider Development Agreement for ZDC-77-2020

Mayor Hill announced the Development Agreement for ZDC-77-2020 is continued to the City Council meeting of August 17, 2020.

15. Consider bid award for Northgate Drive Pavement Replacement to J & K Excavation

Director of Public Works and Engineering James Gaertner reported the project includes the replacement of 56 damaged concrete pavement panels on Northgate Drive between Highway 77 and Stadium Drive. The project also extends the sidewalk along the north side of the road from the current sidewalk at the convenience store driveway to the school crosswalk. He stated J & K Excavation, LLC was the lowest bidder with a bid of \$232,218.13.

Action:

Councilmember Melissa Olson moved to award the bid for Northgate Drive Pavement Replacement to J & K Excavation in the amount of \$232,218.13. Councilmember Kevin Strength seconded, All Ayes.

16. Consider authorizing professional engineering design services with Kimley-Horn Associates, Inc. for Monticello Drive Reconstruction from Pensacola Avenue to Cumberland Road

Mr. Gaertner reported the scope of work associated with phase I rehabilitation of Monticello Drive includes engineering for complete replacement of the asphalt road with concrete, replacement of the water and sewer lines, and the addition of sidewalks and street lights. He reported bids were received and recommended Kimley-Horn Associates, Inc. for engineering services in the amount of \$232,000.

Action:

Councilmember Kevin Strength moved to authorize professional engineering design services with Kimley-Horn Associates, Inc. for Monticello Drive Reconstruction from Pensacola Avenue to Cumberland Road as presented. Mayor Pro Tem Mary Lou Shipley seconded, All Ayes.

17. Consider proposed Ordinance approving Penn Park football field usage fee

(5a)

Assistant Director of Parks and Recreation Gumaro Martinez presented an ordinance amending Chapter 22 of the Code of Ordinances by adding Section 22-37 "Sports Fields in Parks" that allows the reservation of the football field in Lee Penn Park for up to three games per day at a fee of \$75.00 per game. He noted Park rules and regulations must be adhered to and games extended past park curfew will require special permission in advance. Mr. Martinez noted the Parks Department reserves the right to cancel games for any reason, including but not limited to, the preservation of the field and/or public safety.

ORDINANCE NO. 3199

AN ORDINANCE OF THE CITY OF WAXAHACHIE, TEXAS, AMENDING CHAPTER 22, "PARKS AND RECREATION", BY ADDING SECTION 22-37., "SPORTS FIELDS IN PARKS" APPLICABLE TO THE USE OF SPORTS FIELDS IN PARKS AND FEES; AND PROVIDING AN EFFECTIVE DATE.

Action:

Councilmember Kevin Strength moved to approve Ordinance No. 3199 as presented. Mayor David Hill seconded, All Ayes.

18. Consider variance by The English Merchant's Parlour for beer and wine retailers off-premise permit located at 109 N. Rogers Street

City Manager Michael Scott reviewed a variance request by The English Merchant's Parlour for beer and wine retailers off-premise permit located at 109 N. Rogers Street. He reported the proposed location is within 300 feet of a church. Staff recommended approval.

Action:

Councilmember Chuck Beatty moved to approve a variance request by The English Merchant's Parlour for beer and wine retailers off-premise permit located at 109 N. Rogers Street. Mayor Pro Tem Mary Lou Shipley seconded, All Ayes.

19. Consider proposed Ordinance approving Amended Order of Election to be held November 3, 2020

City Secretary Lori Cartwright presented an amended Order of Election and explained previous Ordinances 3176 and 3179 are amended to establish the early voting period shall be from October 13, 2020 through October 30, 2020 and presented the amended locations of the Early Voting Vote Centers and Election Day Vote Centers.

ORDINANCE NO. 3200

AN ORDINANCE OF THE CITY OF WAXAHACHIE, TEXAS, AMENDING THE CITY'S ELECTION ORDINANCES TO REVISE THE EARLY VOTING SCHEDULE AND ELECTION DAY VOTE CENTERS FOR THE GENERAL ELECTION SCHEDULED TO BE HELD ON TUESDAY, NOVEMBER 3, 2020; MAKING FINDINGS RELATED THERETO; AND PROVIDING AN EFFECTIVE DATE.

(5^a)

City Council
August 3, 2020
Page 6

Action:

Councilmember Melissa Olson moved to approve Ordinance No. 3200 as presented. Mayor Pro Tem Mary Lou Shipley seconded, All Ayes.

20. Convene into Executive Session for deliberation regarding real property as permitted under Section 551.072 of the Texas Government Code

Mayor Hill announced at 7:40 p.m. the City Council would convene into Executive Session for deliberation regarding real property as permitted under Section 551.072 of the Texas Government Code.

21. Reconvene and take any necessary action

The meeting reconvened at 7:51 p.m.

Action:

None

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

Assistant City Manager Tommy Ludwig thanked Director of Public Works and Engineering James Gaertner and Planning Director Shon Brooks for the hard work they have done on the Dove Hollow project.

Councilmember Kevin Strength thanked City staff for their work on Dove Hollow and all projects they work on around the City.

City Manager Michael Scott stated staff is working hard on the budget process and working with Finance Director Chad Tustison revising the budget calendar. He stated he will get it out soon to the City Council.

Mayor David Hill stated he and City Council appreciates city staff and how hard they work. He thanked Fire Chief Ricky Boyd and Police Chief Wade Goolsby for keeping the City safe.

23. Adjourn

There being no further business, the meeting adjourned at 7:54 p.m.

Respectfully submitted,

Lori Cartwright
City Secretary

City Council
August 3, 2020

(5b)

A briefing session of the Mayor and City Council of the City of Waxahachie, Texas was held in the City Council Conference Room at City Hall, 401 S. Rogers, Waxahachie, Texas, on Monday, August 3, 2020 at 6:00 p.m.

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

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

1. Call to Order

Mayor David Hill called the meeting to order.

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

City Manager Michael Scott reviewed the Consent Agenda noting Mr. Tony Rieper requested funding for assistance with property at 108 E. Franklin.

Planning Director Shon Brooks reviewed the following cases:

- SP-75-2020 – The property is a portion of the North Grove development and largely located adjacent to and south of Grove Creek Road. Applicant is proposing to develop a new subdivision and has updated the Site Plan. Mr. Brooks stated the zoning is in place and staff will recommend approval.
- ZDC-84-2020 – The applicant is requesting approval to allow for construction of a second phase of 188 residential units on 10.409 acres located at the intersection of Conquest Boulevard and US Highway 287. Mr. Brooks stated the zoning is in place and staff will recommend approval.
- ZDC-77-2020 – The applicant requested to continue the case to the City Council meeting of August 17, 2020.

Director of Public Works and Engineering James Gaertner reviewed the bid award for Northgate Drive Pavement Replacement.

Mr. Gaertner reviewed professional engineering design services with Kimley-Horn Associates, Inc. for Monticello Drive Reconstruction from Pensacola Avenue to Cumberland Road.

Parks Director John Smith and Assistant Director of Parks and Recreation Gumaro Martinez reviewed a proposed Ordinance approving Penn Park football field usage fee.

(5b)

Mr. Scott reviewed a variance request by The English Merchant's Parlour for beer and wine retailers off-premise permit located at 109 N. Rogers Street.

City Secretary Lori Cartwright reviewed proposed Ordinance approving the Amended Order of Election to be held November 3, 2020.

3. Adjourn

There being no further business, the meeting adjourned at 6:37 p.m.

Respectfully submitted,

Lori Cartwright
City Secretary



Memorandum

To: Honorable Mayor and City Council
From: Michael Scott, City Manager *MS*
CC:
Date: August 12, 2020
Re: WCDC – Contribution to Optimist for Pool Renovation

On August 11, 2020, the Waxahachie Community Development Commission ("WCDC") approved a contribution in the amount of \$60,000 to the Optimist Club to complete the renovation work currently underway of the Club's pool. The Optimist intend to complete these renovations in the coming weeks and plan to open the pool for limited use soon thereafter.

This funding allocation needs to be ratified by the City Council as it exceeds the threshold for expenditures without such approval.

(16)

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 17, 2020, at the designated meeting place, and the roll was called of the duly constituted officers and members of said City Council, to wit:

David Hill	Mayor
Mary Lou Shipley	Mayor Pro Tem
Chuck Beatty	Council Member
Kevin Strength	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 2020, IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$23,255,000; 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.

(10)

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 17, 2020.

City Secretary,
City of Waxahachie, Texas

Mayor,
City of Waxahachie, Texas

(CITY SEAL)

(16)

ORDINANCE NO. _____

ORDINANCE PROVIDING FOR THE ISSUANCE OF CITY OF WAXAHACHIE, TEXAS, COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2020, IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$23,255,000; AND ORDAINING OTHER MATTERS RELATING TO THE SUBJECT

WHEREAS, on June 15, 2020, 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 \$23,255,000, with such notice to be published in a newspaper as required by Section 271.049 of the Texas Local Government Code ("Section 271.049"); and

WHEREAS, a notice was published in the *Waxahachie Sun*, a "newspaper" of the type described in Section 2051.044 of the Texas Government Code, as required by Section 271.049, on June 21, 2020 and June 28, 2020; 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 17th day of August, 2020; 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 2020" (the "Certificates"), are hereby authorized to be issued and delivered in an aggregate principal amount of \$[] for the purpose of paying contractual obligations to be incurred by the City for the following purposes, to-wit,

- 1) the construction, installation and equipment of park and recreational improvements in the City;
- 2) the construction and equipment of fire stations and the purchase of fire apparatuses;
- 3) improvements to streets and public mobility infrastructure, including related signage and drainage and the acquisition of right-of-way, throughout the City;
- 4) the construction of improvements and extensions to the City's water and wastewater system; and
- 5) the payment of fiscal, engineering and legal fees incurred in connection therewith.

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

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

(10)

Mandatory Redemption Date: 8/1/20[]* Principal Amount: \$[]

Term Certificates due August 1, 20[]:

Mandatory Redemption Date: 8/1/20[] Principal Amount: \$[]

Mandatory Redemption Date: 8/1/20[] Principal Amount: \$[]

Mandatory Redemption Date: 8/1/20[]* Principal Amount: \$[]

* Stated Maturity

The principal amount of Term Certificates of a stated maturity required to be redeemed on any mandatory redemption date pursuant to the operation of the mandatory sinking fund redemption provisions shall be reduced, at the option of the Issuer, by the principal amount of any Term Certificates of the same maturity which, at least forty-five (45) days prior to a mandatory redemption date (1) shall have been acquired by the Issuer at a price not exceeding the principal amount of such Term Certificates plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, (2) shall have been purchased and canceled by the Paying Agent/Registrar at the request of the Issuer at a price not exceeding the principal amount of such Term Certificates plus accrued interest to the date of purchase, or (3) shall have been redeemed pursuant to the optional redemption provisions and not theretofore credited against a mandatory redemption requirement.]

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

(d) *Notice of Conditional Redemption.* With respect to any optional redemption of the Certificates, unless certain prerequisites to such optional redemption required by this Ordinance have been met and money sufficient to pay the principal of, premium, if any, and interest on the Certificates to be redeemed

(16)

will have been received by the Paying Agent/Registrar prior to giving such notice, such notice may state that the optional redemption may, at the option of the City, be conditional upon the satisfaction of such prerequisites and receipt of such money by the Paying Agent/Registrar on or prior to the date fixed for such redemption or upon any prerequisite set forth in the notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption are not satisfied, such notice will be of no force and effect, the City will not redeem such Certificates, and the Paying Agent/Registrar will give notice in the manner in which the notice of redemption was given, to the effect that such Certificates have not been redeemed.

Section 4. CHARACTERISTICS OF THE CERTIFICATES. (a) *Registration of Certificates.* That the Issuer shall keep or cause to be kept at the designated corporate trust office of The Bank of New York Mellon Trust Company, N.A., or such other bank, trust company, financial institution, or other agency named in accordance with the provisions of subsection (g) of this Section (the "Paying Agent/Registrar"), books or records for the registration and transfer of the Certificates (the "Registration Books"), and the Issuer hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such transfers and registrations under such reasonable regulations as the Issuer and the Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such transfers and registrations as herein provided. The place of payment so designated by the Paying Agent/Registrar shall be referred to herein as the "Designated Trust Office" of the Paying Agent/Registrar. It shall be the duty of the Paying Agent/Registrar to obtain from the registered owner and record in the Registration Books the address of the registered owner of each Certificate to which payments with respect to the Certificates shall be mailed, as herein provided. The Issuer or its designee shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar at its Designated Trust Office, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. Registration of each Certificate may be transferred in the Registration Books only upon presentation and surrender thereof to the Paying Agent/Registrar at its Designated Trust Office for transfer of registration and cancellation, together with proper written instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing the assignment of such Certificate, or any portion thereof in an Authorized Denomination, to the assignee or assignees thereof, and the right of such assignee or assignees to have such Certificate or any such portion thereof registered in the name of such assignee or assignees. Upon the assignment and transfer of any Certificate or any portion thereof, a new substitute Certificate or Certificates shall be issued in exchange therefor in the manner herein provided. As of the date this Ordinance is approved by the Issuer, the Designated Trust Office is the Dallas, Texas office of The Bank of New York Mellon Trust Company, N.A., set forth in the "Paying Agent/Registrar Agreement" executed by the City and the Paying Agent/Registrar in connection with the sale and delivery of the Certificates.

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

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

(d) *Exchange, Assignment and Transfer of Certificates.* Each Certificate may be exchanged for fully registered certificates in the manner set forth herein. Each Certificate issued and delivered pursuant to this Ordinance, to the extent of the unredeemed principal amount thereof, may, upon surrender thereof at the Designated Trust Office of the Paying Agent/Registrar, together with a written request therefor duly executed by the registered owner or the assignee or assignees thereof, or its or their duly authorized attorneys or representatives, with guarantee of signatures satisfactory to the Paying Agent/Registrar, at the option of the registered owner or such assignee or assignees, as appropriate, be exchanged for fully registered certificates, without interest coupons, in the form prescribed in the FORM OF CERTIFICATE, in an Authorized Denomination (subject to the requirement hereinafter stated that each substitute Certificate shall have a single stated maturity date), as requested in writing by such registered owner or such assignee or assignees, in an aggregate principal amount equal to the principal amount of any Certificate or Certificates so surrendered, and payable to the appropriate registered owner, assignee, or assignees, as the case may be. If a portion of any Certificate shall be redeemed prior to its scheduled maturity as provided herein, a substitute certificate or certificates having the same maturity date, bearing interest at the same rate, in one or (at the request of the registered owner) more Authorized Denominations, and in an aggregate principal amount equal to the unredeemed portion thereof, will be issued to the registered owner upon the surrender thereof for cancellation. If any Certificate or portion thereof is assigned and transferred, each Certificate issued in exchange therefor shall have the same principal maturity date and bear interest at the same rate as the Certificate for which it is being exchanged. Each substitute Certificate shall bear a letter and/or number to distinguish it from each other Certificate. The Paying Agent/Registrar shall exchange or replace Certificates as provided herein, and each fully registered certificate or certificates delivered in exchange for or replacement of any Certificate or portion thereof as permitted or required by any provision of this Ordinance shall constitute one of the Certificates for all purposes of this Ordinance, and may again be exchanged or replaced. It is specifically provided, however, that any Certificate delivered in exchange for or replacement of another Certificate prior to the first scheduled interest payment date on the Certificates (as stated on the face thereof) shall be dated the same date as such Certificate, but each substitute Certificate so delivered on or after such first scheduled interest payment date shall be dated as of the interest payment date on which interest due on the respective Certificate was paid in full, next preceding the date on which such substitute Certificate is delivered, unless such substitute Certificate is delivered on an interest payment date, in which case it shall be dated as of such delivery date; provided, however, that if at the time of delivery of any substitute Certificate the interest on the Certificate for which it is being exchanged has not been paid, then such substitute Certificate shall be dated as of the date to which such interest has been paid in full, and if no interest has been paid on the Certificate, then such substitute Certificate will be dated as of the Date of Delivery. On each substitute Certificate issued in exchange for or replacement of any Certificate or Certificates issued under this Ordinance there shall be printed thereon a Paying Agent/Registrar's Authentication Certificate, in the form set forth in the FORM OF CERTIFICATE (the "Authentication Certificate"). An authorized representative of the Paying Agent/Registrar shall, before the delivery of any such substitute Certificate, date such substitute Certificate in the manner set forth above, and manually sign and date the Authentication Certificate, and no such substitute Certificate shall be deemed to be issued or outstanding unless the Authentication Certificate is so executed. The Paying Agent/Registrar promptly shall cancel all Certificates surrendered for exchange or transfer. No additional ordinances, orders, or resolutions need be passed or adopted by the City Council so as to accomplish the foregoing exchange, assignment or transfer of any Certificate or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution, and delivery of the substitute Certificates in the manner prescribed herein. Pursuant to Subchapter D, Chapter 1201, Texas Government Code, the duty of exchange and transfer of any Certificate as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of the Authentication Certificate, the substitute Certificate shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Certificates which were originally issued and delivered pursuant to this Ordinance, approved by the Attorney General, and registered by the Comptroller of Public Accounts.

(10)

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

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

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

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

(11)

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

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

Section 7. INTEREST AND SINKING FUND. That a special fund or account, to be designated the "City of Waxahachie, Texas Series 2020 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.

(6)

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 2020 Certificate of Obligation Construction Fund" (the "Construction Fund"), for use by the City for payment of all lawful costs associated with the acquisition and construction of the projects described in clauses (1), (2), (3), and (4) of Section 1, and the payment of the costs described in clause (5) of Section 1. Upon payment of all such costs, any money remaining on deposit to the credit of the Construction Fund shall be transferred to the Interest and Sinking Fund. Amounts so deposited to the credit of the Interest and Sinking Fund shall be used in the manner described in Section 7.

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

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

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

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

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

(6)

(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 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

(6)

defined in section 148(b)(2) of the Code) which produces a materially higher yield over the term of the Certificates, other than investment property acquired with –

- (1) proceeds of the Certificates invested for a reasonable temporary period of three (3) years or less, until such proceeds are needed for the purpose for which the Certificates are issued,
 - (2) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the Treasury Regulations, and
 - (3) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed ten percent (10%) of the proceeds of the Certificates;
- (g) to otherwise restrict the use of the proceeds of the Certificates or amounts treated as proceeds of the Certificates, as may be necessary, so that the Certificates do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage);
- (h) to refrain from using the proceeds of the Certificates or the proceeds of any prior bonds to pay debt service on another issue more than ninety (90) days after the issuance of the Certificates in contravention of section 149(d) of the Code (relating to advance refunding); and
- (i) to pay to the United States of America at least once during each five-year period (beginning on the Date of Delivery of the Certificates) an amount that is at least equal to 90 percent of the “Excess Earnings”, within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than sixty (60) days after the Certificates have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code.

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

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

In order to facilitate compliance with clause (i) above, a “Rebate Fund” is hereby established by the City for the sole benefit of the United States of America, and such Fund shall not be subject to the claim

(10)

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 15, 2020, described in the preamble to this Ordinance was intended to satisfy the official intent requirements set forth in section 1.150-2 of the Treasury Regulations.

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

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

Section 15. DEFAULT AND REMEDIES.

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

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

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

(b) *Remedies for Default.*

(i) Upon the happening of any Event of Default, then and in every case, any registered owner or an authorized representative thereof, including, but not limited to, a trustee or trustees therefor, may proceed against the City, or any official, officer or employee of the City in their official capacity, for the purpose of protecting and enforcing the rights of the registered owners

(16)

under this Ordinance, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the registered owners hereunder or any combination of such remedies.

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

(c) Remedies Not Exclusive.

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

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

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

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

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

Section 17. DTC REGISTRATION. That the Certificates initially shall be issued and delivered in such manner that no physical distribution of the Certificates will be made to the public, and the Depository Trust Company ("DTC"), New York, New York, initially will act as depository for the Certificates. DTC has represented that it is a limited purpose trust company incorporated under the laws of the State of New York, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered under Section 17A of the Securities Exchange Act of 1934, as amended, and the City accepts, but in no way verifies, such representations. Upon the receipt of payment from the 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

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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 financial information and operating data of City, being the following (1) the City's financial statements; and (2) the information found in Tables 1 through 6 and 8 through 15 in the Official Statement authorized by Section 22 of this Ordinance. The City will update and provide the information in Tables 1 through 6 and 8 through 15 of the Official Statement within six (6) months after the end of each fiscal year ending in and after 2021. The City's financial statements so to be provided shall be (1) prepared in accordance with the accounting principles described in the financial statements of the City appended to the Official Statement as Appendix B, or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation, and (2) audited, if the City commissions an audit of such statements and the audit is completed within twelve (12) months after the end of each fiscal year ending in or after 2019. 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.

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

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

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

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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 of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the outstanding Certificates consent to such amendment or (B) a person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interest of the registered owners and beneficial owners of the Certificates. If the City so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with subsection (a) of this Section an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type

of financial information or operating data so provided. The City may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Certificates in the primary offering of the Certificates.

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

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

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

(d) *Defeasance Securities.* The term "Defeasance Securities" means 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

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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 Certificates or the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent; 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 Certificates or the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent.

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

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

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

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

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

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

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

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

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

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

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

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

Section 22. SALE OF CERTIFICATES. (a) *Sale.* That the Certificates are hereby sold and shall be delivered to [] (the "Purchaser") for the purchase price of par, plus premium in the amount of \$[], pursuant to the terms and provisions of the Notice of Sale and Bidding Instructions and the 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. The Initial Certificate, in the aggregate principal amount of the Certificates, with principal maturing on the respective maturity dates as set forth in Section 2 hereof, shall be delivered to the Purchaser, and the Purchaser shall have the right to exchange the Initial Certificate as provided in Section 4 hereof without cost. The Initial Certificate shall be initially registered in the name of the Purchaser or the Purchaser's nominee.

(b) *Findings.* 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 certified to the City in the Official Bid Form that either it filed the disclosure form required under Section 2252.908, Texas Government Code,

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or 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 Notice of Sale and Bidding Instructions and the Official Bid Form, and hereby ratifies and confirms the use of the Notice of Sale and Bidding Instructions and the Official Bid Form for the solicitation of bids on the Certificates 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 \$[_____].

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

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

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(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 (3) years and failed to be approved.

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

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

(6)

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

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

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

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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 2020

MATURITY DATE

INTEREST RATE
%

DATE OF DELIVERY
September 16, 2020

CUSIP

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, 2022, 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, 2021, 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 (15th) 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 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

(16)

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

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

THIS CERTIFICATE is one of a Series of Certificates dated the Date of Delivery, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of \$[____], for the purpose of paying contractual obligations to be incurred by the City, to-wit, the construction, installation and equipment of park and recreational improvements in the City; the construction and equipment of fire stations and the purchase of fire apparatuses; improvements to streets and public mobility infrastructure, including related signage and drainage and the acquisition of right-of-way, throughout the City; the construction of improvements and extensions to the City's water and wastewater system; and the payment of fiscal, engineering and legal fees incurred in connection therewith.

THE CERTIFICATES of this Series scheduled to mature on and after August 1, 2030 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, 2029, or on any date thereafter, at the redemption price of par plus accrued interest to the date fixed for redemption. If less than all of the Certificates are to be redeemed by the City, the City shall determine the maturity or maturities and the amounts therewith to be redeemed and shall direct the Paying Agent/Registrar to call by lot Certificates, or portions thereof, within such maturity or maturities and in such principal amounts, for redemption; *provided*, that during any period in which ownership of the Certificates is determined only by a book entry at a securities depository for the Certificates, if fewer than all of the Certificates of the same maturity and bearing the same interest rate are to be redeemed, the particular Certificates of such maturity and bearing such interest rate shall be selected in accordance with the arrangements between the City and the securities depository.

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

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

ALL CERTIFICATES OF THIS SERIES are issuable solely as fully registered Certificates, without interest coupons, in the denomination of any integral multiple of \$5,000. As provided in the 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 forty-five (45) calendar days; provided, however, such

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

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

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

IT IS HEREBY certified, recited and covenanted that this Certificate has been duly and validly authorized, issued, and delivered; that all acts, conditions, and things required or proper to be performed, exist, and be done precedent to or in the authorization, issuance, and delivery of this Certificate have been performed, existed, and been done in accordance with law; that this Certificate is a direct obligation of said Issuer, issued on the full faith and credit thereof; and that annual ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Certificate, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in said Issuer, in the manner provided in the 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.

(6)

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.

City Secretary

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

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

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

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

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

(SEAL)

Comptroller of Public Accounts of
the State of Texas

FORM OF ASSIGNMENT

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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.

INITIAL CERTIFICATE INSERTIONS

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

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

Registered Owner: []

(6)

Principal Amount: [] DOLLARS

Delivery Date: September 16, 2020

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

(Information to be inserted from the Official Bid Form)

and to pay interest thereon from the delivery date specified above, on [February 1, 2021] and semiannually on each [August 1] and [March 1] thereafter to the maturity date specified above, or to the date of redemption prior to maturity, at the interest rate per annum specified above. Interest shall be calculated on the basis of a 360-day year consisting of twelve 30-day months.

(7)

Planning & Zoning Department

Zoning Staff Report

Case: ZDC-77-2020



MEETING DATE(S)

Planning & Zoning Commission: July 28, 2020

City Council: August 17, 2020 (continued from August 3, 2020)

ACTION SINCE INITIAL STAFF REPORT

At the Planning & Zoning Commission meeting, held July 28, 2020, the Commission voted 7-0 to recommend approval of case number ZDC-77-2020, subject to staff comments.

It should be noted that this request is for a Planned Development (PD) Concept Plan. The second part of the PD process is the Detailed Site Plan. If the Concept Plan ordinance is adopted, then the applicant's Detailed Site Plan will be administratively reviewed and can be approved in accordance with the Concept Plan.

CAPTION

Public Hearing on a request by Ryan Combs, Gardner Capital, for a **Zoning Change** from a Single Family-3 zoning district to Planned Development-Multiple Family-2, with Concept Plan, located at the Southeast corner of Parks School House Road and East Main Street (Property ID 138271) - Owner: STARPEACH TEXAS LP (ZDC-000077-2020)

APPLICANT REQUEST

The applicant is requesting to rezone the subject property from Single Family-3 (SF3) to Planned Development-Multi Family-2 (PD-MF2), to construct an Independent Senior Living Development on nine acres.

CASE INFORMATION

Applicant: Ryan Combs, Gardner Capital

Property Owner(s): Starpeach Texas LP

Site Acreage: 9 acres

Current Zoning: Single Family-3

Requested Zoning: Planned Development-MF2

SUBJECT PROPERTY

General Location: Southeast corner of Parks School House Rd. and East Main St.

Parcel ID Number(s): 138271

Existing Use: Undeveloped Land

Development History: N/A

Table 1: Adjoining Zoning & Uses

Direction	Zoning	Current Use
North	SF3 & PD-SF3	Lexington Arms Housing/Camden Park Ph. 1 & 2
East	SF3	Clift Estates Phase 1
South	FD	Undeveloped Land
West	C	Undeveloped Land

Future Land Use Plan: Mixed Use Residential

Comprehensive Plan: Areas with a mixture of residential and nonresidential uses, with a larger percentage of residential. Approximately 80 percent of the acreage or square footage of any proposed development should be residential, with the remaining 20 percent of the acreage or square footage nonresidential. Acreage would apply in a horizontal mixed use development, while square footage would apply in a vertical development. Both vertical and horizontal mixed use could be provided together.

Thoroughfare Plan: The subject property is accessible via Parks School House Rd.

Site Image:



PLANNING ANALYSIS

Purpose of Request:

The applicant is requesting to rezone the subject property from Single Family-3 (SF3) to Planned Development-Multi Family-2 (PD-MF2), to construct a 185 unit Independent Senior Living Development.

Proposed Use:

The zoning change is proposed at the Southeast corner of Parks School House Rd. and East Main St. Per the proposed Planned Development Regulations, the apartments are proposed to be Independent Senior Living consisting of twenty-one (21) dwelling units per acre.

The Concept Plan depicts a residential development that includes elements such as:

- Exercise Facility
- Walking/Jogging Trail
- Salon
- Arts and Crafts Room
- Garden
- CARES Team (Social Event Coordinators)
- Common Area
- Business Center
- Elevators (2)

Conformance with the Comprehensive Plan:

Residential developments can include low density residential, medium density residential, and high density residential. The proposed development is consistent with the FLUP and the following goals and objectives in the 2016 Comprehensive Plan Addendum:

- Growth Strategies – Goal 12: Promote growth of the community where infrastructure exists.

Development Standards:

The applicant is proposing a base zoning district of Multi Family-2 (MF2). Allowed uses shall be those provided within the City of Waxahachie Zoning Ordinance for Multi Family-2 with additional changes listed below.

Permitted Uses:

- Independent Senior Living Apartments

Table 2: Apartment Unit Breakdown

Unit Description	Unit Count	Percentage Breakdown
1 Bedroom/1 Bath	96	52%
2 Bedroom/1 Bath	89	48%
Total	185	100%

Table 3: Proposed Multi-Family Residential (per MF2 standards)

**The second column depicts the requirements for the current zoning (SF3) of the property. It is not presented in the "Meets" column*

****Items highlighted in bold do not meet the City of Waxahachie MF2 requirements****

Standard	*Current Zoning – SF3	City of Waxahachie	Gala at Waxahachie	Meets
Max. Density	-----	18 DU per acre	21 DU per acre	No
Min. Dwelling Unit (SF)	1,200	1 Bedroom – 600 2 Bedroom – 700	1 Bedroom – 700 2 Bedroom – 900	Yes
Max. Unit Count	-----	162	185	No
Min. Lot Width (Ft.)	80 ft.	60 ft.	60 ft.	Yes
Min. Lot Depth (Ft.)	100 ft.	120 ft.	120 ft.	Yes
Min. Front Setback (Ft.)	30	75	75	Yes
Min. Interior Setback (Ft.)	10; 15 (ROW)	75	100	Yes
Min. Rear Setback (Ft.)	25	75	75	Yes
Max. Height	2 stories (main structure); 1 story (accessory structure)	3 stories (main structure); 1 story (accessory structure)	3 stories (main structure); 1 story (accessory structure)	Yes
Max. Lot Coverage (%)	50%	40%	40%	Yes
Parking	Min. of two (2) enclosed parking spaces behind the front building line on the same lot as the main structure	(1 space per unit) 185 total 92 attached enclosed garages	(1.5 space per unit) 290 total 134 surface area 156 carports 0 attached garages	No

Note: The exterior of the façade of each primary structure will be constructed of eighty percent (80%) masonry including brick, stone, and stucco. Cement siding is proposed, but will not exceed twenty percent (20%).

PUBLIC NOTIFICATIONS

To comply with State law contained in Local Government Code Chapter 211 and the City's public hearing notice requirements, 44 notices were mailed to property owners within 200 feet of the request. In addition, a notice was published in the Waxahachie Sun and a sign was visibly posted at the property.

PROPERTY OWNER NOTIFICATION RESPONSES

Inside 200 ft. Notification Area: Staff has received one (1) letter of support and two (2) letters of opposition for the proposed development.

Outside 200 ft. Notification Area: Staff has received one (1) letter of opposition for the proposed development.

Special Exception/Variance Request:**Density**

The maximum density allowed per MF2 zoning is 18 dwelling units per acre.

- The applicant is proposing 21 dwelling units per acre.

Building Length

The maximum building length requirement for multi-family residential buildings is 200 ft.

- The applicant is requesting no maximum building length requirement.

Unit Count

The maximum unit count allowed for the subject site is 162 units.

- The applicant is proposing to construct 185 units.

Parking (Garages)

The applicant is required to provide 50% attached enclosed garages of the required parking for the site.

- The applicant is proposing 0 attached garages of the 92 required attached enclosed garages.
The applicant is proposing to provide 156 carports.

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. Per the applicant's request, a Development Agreement will be required for the development.

ATTACHED EXHIBITS

1. Development Agreement/Ordinance
2. Location Exhibit
3. Planned Development Regulations Packet
4. Landscape Plan
5. Property Owner Notifications

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 a set of drawings that incorporate all comments.

(7)

STAFF CONTACT INFORMATION

Prepared by:

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Senior Planner

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Reviewed by:

Shon Brooks, AICP

Director of Planning

sbrooks@waxahachie.com

(7)

Case Number: ZDC-77-2020
Date at Wastach: 2020
Support: 1 Opponent: 2

Plaintiff	Owner's Name	Address	Legal Description	Owner's Address	Owner's City	Owner's State	Owner's Zip	Plaintiff Description
138294	STARFLEET TEXAS LP	212 318	272 S M DURRETT 212 318 ACRES	3710 BEVERLY LN	ARLINGTON	TX	76015	HIGHWAY 287 WAXAHACHE TX 75165
138271	STARFLEET TEXAS LP	75 375	272 S M DURRETT 75 375 ACRES	3710 BEVERLY LN	ARLINGTON	TX	76015	HIGHWAY 287 WAXAHACHE TX 75165
138276	TEXAS BUILDING & PROCUREMENT COMM	8	272 S M DURRETT 8 ACRES	1711 SAN JACINTO BLVD	AUSTIN	TX	78701	HIGHWAY 287 WAXAHACHE TX 75165
153288	CHURCH OF GOD OF THE FIRST	1	272 S M DURRETT 1 ACRES	631 DUNN ST	WAXAHACHE	TX	75165	1818 E MAIN ST WAXAHACHE TX 75165
188942	LARSON PRODUCTS INC	12 704	LOT 284 LARSON PRODUCTS 12 704 AC	PO BOX 380	TULSA	OK	74101	1818 E MAIN ST WAXAHACHE TX 75165
208977	MC CARTER JACK B	6 288	272 S M DURRETT 6 288 ACRES	105 CHURCH HIGH DR	WOODWAY	TX	78073	HIGHWAY 287 WAXAHACHE TX 75165
224339	EVANS HEATHER ALI	0 185	LOT 1 BLK A CLIFT ESTATES PH I 0 185 AC	8000 ROBINWOOD AVE	WEST HILLS	CA	91367	OWEN WAY WAXAHACHE TX 75165
224678	HAUTE JASON M & KIMBERLY A	0 126	2 A CLIFT ESTATES PH I 0 126 ACRES	102 OWEN WAY	WAXAHACHE	TX	75165	OWEN WAY WAXAHACHE TX 75165
224980	KELLY DOEL T	0 126	LOT 3 BLK A CLIFT ESTATES PH I 0 126 AC	104 OWEN WAY	WAXAHACHE	TX	75165	OWEN WAY WAXAHACHE TX 75165
224981	TAYLOR FAMILY LIVING TRUST TAYLOR DARRYL J & MARWAH A TRUSTEES	0 126	LOT 4 BLK A CLIFT ESTATES PH I 0 126 AC	3011 JOHN F LN	MIDLOTTMAN	TX	78055	OWEN WAY WAXAHACHE TX 75165
224982	AMH 2015-2 BORROWER LLC	0 126	LOT 5 BLK A CLIFT ESTATES PH I 0 126 AC	2009 ACQUARA RD STE 200	ACQUARA HILLS	CA	91351	OWEN WAY WAXAHACHE TX 75165
224983	GOMEZ J JESUS & ANA L	0 185	LOT 1 BLK B CLIFT ESTATES PH I 0 185 AC	801 BRENNA RD	WAXAHACHE	TX	75165	BRENNA RD WAXAHACHE TX 75165
224984	HILLER ROBERT I	0 185	LOT 2 BLK C CLIFT ESTATES PH I 0 185 AC	287 CATAWBA RD	WAXAHACHE	TX	75165	BRENNA RD WAXAHACHE TX 75165
224985	WACHNE PROPERTIES LLC	2 162	272 S M DURRETT 2 162 ACRES	327 BLUE RIBBON RD	WAXAHACHE	TX	75165	PARKS SCHOOL HOUSE RD WAXAHACHE TX 75165
224986	CLUTTERER NORA C	0 142	LOT 6 BLK A CLIFT ESTATES PH II 0 142 AC	110 OWEN WAY	WAXAHACHE	TX	75165	OWEN WAY WAXAHACHE TX 75165
224987	MC NAUGHTON SUZANNE B LK PERRY THE RUBICKS & ROBBY DASHAM	0 173	LOT 1 BLK D CLIFT ESTATES PH II 0 173 AC	8120 POST OAK CT	ARLINGTON	TX	76020	OWEN WAY WAXAHACHE TX 75165
230814	MARNA MICHAEL	0 142	LOT 7 BLK A CLIFT ESTATES PH II 0 142 AC	112 OWEN WAY	WAXAHACHE	TX	75165	OWEN WAY WAXAHACHE TX 75165
230817	AMH 2015-2 BORROWER LLC	0 142	LOT 8 BLK A CLIFT ESTATES PH II 0 142 AC	2001 ACQUARA RD STE 200	ACQUARA HILLS	CA	91351	OWEN WAY WAXAHACHE TX 75165
230818	CARICAMO JOSE C & CLAUDIA CAMPOS	0 14	LOT 9 BLK A CLIFT ESTATES PH II 0 14 AC	118 OWEN WAY	WAXAHACHE	TX	75165	OWEN WAY WAXAHACHE TX 75165
230819	DARDA LOUIS M	0 14	LOT 10 BLK A CLIFT ESTATES PH II 0 14 AC	118 OWEN WAY	WAXAHACHE	TX	75165	OWEN WAY WAXAHACHE TX 75165
230820	EDWARDS DANIEL I	0 14	LOT 11 BLK A CLIFT ESTATES PH II 0 14 AC	120 OWEN WAY	WAXAHACHE	TX	75165	OWEN WAY WAXAHACHE TX 75165
230821	JAP PARKS PROPERTIES LLC	0 14	LOT 12 BLK A CLIFT ESTATES PH II 0 14 AC	308 SYPHON DRIVE DR	WAXAHACHE	TX	75165	OWEN WAY WAXAHACHE TX 75165
230822	KRUM JOHN & CYNTHIA D HESS	0 15	LOT 20 BLK D CLIFT ESTATES PH II 0 15 AC	601 JORDAN LN	WAXAHACHE	TX	75165	JORDAN LN WAXAHACHE TX 75165
230823	AMERICAN HOMES 4 RENT PROPC EXHIBIT LLC	0 15	LOT 1 BLK E CLIFT ESTATES PH II 0 15 AC	2001 ACQUARA RD STE 200	ACQUARA HILLS	CA	91351	JORDAN LN WAXAHACHE TX 75165
230824	FLORES HOME INC	7 723	272 S M DURRETT 7 723 ACRES	611 MALLOY DR	OVILLA	TX	75154	HIGHWAY 287 WAXAHACHE TX 75165
241934	WAXAHACHE RD	18 177	LOT 1 BLK 1 WIND 61H GRADE CENTER ADDN 18 177 AC	411 N OGDON ST	WAXAHACHE	TX	75165	PARKS SCHOOL HOUSE RD WAXAHACHE TX 75165
241935	JACKSON STREET WAREHOUSE INC	8 486	PT 1/4 LARSON PRODUCTS INDUSTRIAL TRACTS REV 8 486 ACRES	402 CANTRELL ST	WAXAHACHE	TX	75165	1818 E MAIN ST WAXAHACHE TX 75165
241936	MATTHEWS MICHELLE	0 137	LOT 14 BLK A CLIFT ESTATES PH IV A 137 AC	128 OWEN WAY	WAXAHACHE	TX	75165	OWEN WAY WAXAHACHE TX 75165
241937	STEPHENS PAULA J	0 137	LOT 15 BLK A CLIFT ESTATES PH IV A 137 AC	128 OWEN WAY	WAXAHACHE	TX	75165	OWEN WAY WAXAHACHE TX 75165
241938	TOR LIZABETH R	0 137	LOT 16 BLK A CLIFT ESTATES PH IV A 137 AC	PO BOX 128	THORNDALE	TX	78077	OWEN WAY WAXAHACHE TX 75165
241939	JETTIEBORN HERBERT J JR	0 137	LOT 17 BLK A CLIFT ESTATES PH IV A 137 AC	630 ANTONIO LN	WAXAHACHE	TX	75165	ANTONIO LN WAXAHACHE TX 75165
241940	FORTUNA ADOLFO R & CATHY M	0 137	LOT 18 BLK C CLIFT ESTATES PH IV A 137 AC	601 ANTONIO LN	WAXAHACHE	TX	75165	ANTONIO LN WAXAHACHE TX 75165
241941	JONES DONALD R & CATHY M	0 135	LOT 19 BLK C CLIFT ESTATES PH IV A 135 AC	131 OWEN WAY	WAXAHACHE	TX	75165	OWEN WAY WAXAHACHE TX 75165
241942	SACRINO ADOLFO R & CASSANDRA A	0 183	LOT 20 BLK F CLIFT ESTATES PH IV A 183 AC	608 ANTONIO LN	WAXAHACHE	TX	75165	ANTONIO LN WAXAHACHE TX 75165
241943	EF HANS USA	0 188	LOT 21 BLK F CLIFT ESTATES PH IV A 188 AC	810 ANTONIO LN	WAXAHACHE	TX	75165	ANTONIO LN WAXAHACHE TX 75165
241944	CORONADO JAMIE M	0 214	LOT 22 BLK F CLIFT ESTATES PH IV A 214 AC	812 ANTONIO LN	WAXAHACHE	TX	75165	ANTONIO LN WAXAHACHE TX 75165
241945	MENDOZA JOSE L & MALLELY	0 224	LOT 23 BLK F CLIFT ESTATES PH IV A 224 AC	614 ANTONIO LN	WAXAHACHE	TX	75165	ANTONIO LN WAXAHACHE TX 75165
241946	AMH BT NOTE ONE LLC	0 204	LOT 24 BLK F CLIFT ESTATES PH IV A 204 AC	1201 N CENTRAL EXPY, STE 1675	DALLAS	TX	75243	ANTONIO LN WAXAHACHE TX 75165
241947	AMH BT NOTE ONE LLC	0 202	LOT 25 BLK F CLIFT ESTATES PH IV A 202 AC	1201 N CENTRAL EXPY, STE 1675	DALLAS	TX	75243	ANTONIO LN WAXAHACHE TX 75165
241948	AMH BT NOTE ONE LLC	0 184	LOT 26 BLK F CLIFT ESTATES PH IV A 184 AC	1201 N CENTRAL EXPY, STE 1675	DALLAS	TX	75243	ANTONIO LN WAXAHACHE TX 75165
241949	SMITH DEREK N	0 284	LOT 27 BLK F CLIFT ESTATES PH IV A 284 AC	634 ANTONIO LN	WAXAHACHE	TX	75165	ANTONIO LN WAXAHACHE TX 75165
241950	SALAZAR DARY P & SHANE P SALAZAR	41	272 S M DURRETT 41 ACRES	P O BOX 388	MAYPEARL	TX	78084	PARKS SCHOOL HOUSE RD WAXAHACHE TX 75165
241951	GARY JACOB L & ANGELA R	0 208	LOT 28 BLK F CLIFT ESTATES PH IV A 208 AC	636 ANTONIO LN	WAXAHACHE	TX	75165	ANTONIO LN WAXAHACHE TX 75165
241952	SAMSON JULIAN & ALORS M MATTHEW	0 2	LOT 1 BLK G CAMDEN PARK PH 1 ADDN 2 AC	516 CLEARLAKE DR	WAXAHACHE	TX	75165	CLEARLAKE DR WAXAHACHE TX 75165
241953	QUICK BRANDON	0 4	LOT 2 BLK G CAMDEN PARK PH 1 ADDN 4 AC	1508 OWEN WAY	WAXAHACHE	TX	75165	OWEN WAY WAXAHACHE TX 75165
241954	DFW 70-36 LLC	0 38	LOT 1 BLK H CAMDEN PARK PH 2 ADDN 0 38 AC	1201 N CENTRAL EXPY, STE 1650	DALLAS	TX	75243	WOODLAKE DR WAXAHACHE TX 75165
241955	DFW 70-36 LLC	0 2	LOT 1 BLK H CAMDEN PARK PH 2 ADDN 0 2 AC	1201 N CENTRAL EXPY, STE 1650	DALLAS	TX	75243	WOODLAKE DR WAXAHACHE TX 75165
241956	CAMDEN HOMES LLC	0 18	LOT 2 BLK H CAMDEN PARK PH 2 ADDN 0 18 AC	1201 N CENTRAL EXPY, STE 1650	DALLAS	TX	75243	WOODLAKE DR WAXAHACHE TX 75165

(1)

Case Number: **SUB-000077-2020**

City Reference: 220572

Your response to this notification is optional. If you choose to respond, please return this form by 5:00 P.M. on **Wednesday, June 17, 2020** to ensure inclusion in the Agenda Packet. Forms can be e-mailed to Planning@Waxahachie.com or you may drop off/mail your form to City of Waxahachie, Attention: Planning, 401 South Rogers Street, Waxahachie, TX 75165.

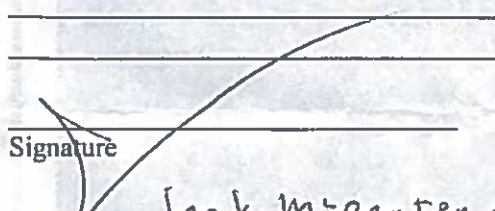
☒ SUPPORT

☐ OPPOSE

Comments:

Signature

Printed Name and Title


Jack McCanter

Date

Address

6/12/2020
1105 Church High Dr
Waco, TX 76712

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

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



(7)
City of Waxahachie, Texas
Notice of Public Hearing
Case Number: ZDC-000077-2020

FUENTES JULIA E
601 OLIVER LN
WAXAHACHIE, TX 75165

The Waxahachie Planning & Zoning Commission will hold a Public Hearing on Tuesday, June 23, 2020 at 7:00 p.m. and the Waxahachie City Council will hold a Public Hearing on Monday, July 6, 2020 at 7:00 p.m. in the Council Chamber at the Waxahachie City Hall, 401 South Rogers Street, Waxahachie, Texas to consider the following:

1. **Public Hearing** on a request by Ryan Combs, Gardner Capital, for a Zoning Change from a Single Family-3 zoning district to Planned Development-Multiple Family-2, with Concept Plan, located at the Southeast corner of Parks School House Road and East Main Street (Property ID 138271) - Owner: STARPEACH TEXAS LP (ZDC-000077-2020)

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

Case Number: SEB-000077-2020

City Reference: 230600

Your response to this notification is optional. If you choose to respond, please return this form by 5:00 P.M. on Wednesday, June 17, 2020 to ensure inclusion in the Agenda Packet. Forms can be e-mailed to Planning@Waxahachie.com or you may drop off/mail your form to City of Waxahachie, Attention: Planning, 401 South Rogers Street, Waxahachie, TX 75165.

☐ SUPPORT

☒ OPPOSE

Comments:

Julia Fuentes
Signature

Julia Fuentes - Homeowner
Printed Name and Title

6-17-20
Date

601 Oliver Ln.
Address
Waxahachie, TX 75165

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

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

(7)

Case Number: **SUB-000077-2020**

City Reference: 236534

Your response to this notification is optional. If you choose to respond, please return this form by 5:00 P.M. on **Wednesday, June 17, 2020** to ensure inclusion in the Agenda Packet. Forms can be e-mailed to Planning@Waxahachie.com or you may drop off/mail your form to City of Waxahachie, Attention: Planning, 401 South Rogers Street, Waxahachie, TX 75165.

☐ SUPPORT

☒ OPPOSE

Comments:

There are already too many
apartment complexes in Waxahachie

Signature

Ricky Fain
Carrie Fain

Printed Name and Title

Ricky Fain / homeowner
Carrie Fain / homeowner

Date

6/6/2020

Address

122 Owen Way
Waxahachie, TX
75165

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

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

(1)

Case Number: ZDC-77-2020

Gala at Waxahachie

Outside 200 ft. Support: 0 Opposition: 1

PropertyID		Owner's Name	Owner's City	Owner's State	Owner's ZIP
240361	BRETT HESS		WAXAHACHIE	TX	75165

(7)

I received a notice regarding this as an adjacent property owner and hope I am not too late to comment.

I am not for this as its giant and wraps the school. Also you should know that the applicant owns the 300 acres to the south. Alan Lauhoff along with the owner at the time put together a master plan commercial / Lt Industrial park in place as I believe a PD and there was multi-family wrapped around the blue hole that was a component of that and I think the more appropriate location for multi family as the blue hole can be a beautiful asset to that development. I am pretty confident that they already have multi family zoning in the PD.

One last comment is that turning left from Park School house onto Hwy 287 is not allowed as it is dangerous and it is done often.

Thank you!

Brett Hess

(8)

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING A ZONING CHANGE FROM SINGLE FAMILY-3 (SF3) TO PLANNED DEVELOPMENT-MULTI FAMILY-2 (PD-MF2), WITH CONCEPT PLAN LOCATED AT THE SOUTHEAST CORNER OF PARKS SCHOOL HOUSE RD. AND EAST MAIN ST. IN THE CITY OF WAXAHACHIE, ELLIS COUNTY, TEXAS, BEING 9 ACRES KNOWN AS A PORTION OF PROPERTY ID 138271 OF ABSTRACT 272 OF THE SM DURRETT SURVEY, 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 ZDC-77-2020. Said application, having been referred to the Planning and Zoning (P&Z) Commission for their final report, was recommended by the P&Z Commission for zoning change approval of the subject property from SF3 to PD-MF2, 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 SF3 to PD-MF2, with Concept Plan in order to facilitate development of the subject property in a manner that allows an Independent Senior Living Development on the following property: a portion of Property ID 138271 of Abstract 272 of the SM Durrett Survey, which is shown on Exhibit A, Planned Development Regulations Packet shown as Exhibit B, and Landscape Plan shown as Exhibit C.

PLANNED DEVELOPMENT

Purpose and Intent

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

Development Standards

All development on land located within the boundaries of this Planned Development District shall adhere to the rules and regulations set forth in this ordinance. The locations of buildings, driveways, parking areas, amenity areas, trails, fencing, and other common areas shall substantially conform to

(8)

the locations shown on the approved Planned Development Regulations Packet (Exhibit B).

Development Regulations

1. Per the applicant's request, a Developer's Agreement will be required for the property.
2. The maximum density shall be twenty-one (21) dwelling units per acre.
3. The maximum building length shall not exceed 540 ft.
4. The maximum unit count shall be one hundred eighty-five (185) units.
5. A minimum of one hundred fifty-six (156) carports shall be provided for the development.
6. A 6ft. masonry screening wall is required along the eastern boundary as well as the northern boundary of the property. A 6ft. wrought iron fence with masonry columns spaced every 30ft., shall surround the remainder of the property.
7. All exterior wall elevations of each primary structure shall be constructed of eighty percent (80%) masonry construction (*per City of Waxahachie Zoning Ordinance standards*) excluding doors and windows. Cement siding may consist of no more than twenty percent (20%) of all exterior wall elevations.
8. Outside storage is prohibited within the development.
9. The Site Plan shall conform as approved by the City Council under case number ZDC-77-2020.
10. Any zoning, land use requirement, or restriction not contained within this zoning ordinance or Development Agreement shall conform to those requirements and/or standards prescribed in Exhibit B – Planned Development Regulations Packet and Exhibit C – Landscape Plan. Where regulations are not specified in the attached exhibits, or in the Development Agreement/Ordinance, the regulations of Multi Family-2 zoning of the City of Waxahachie Zoning Ordinance shall apply to this development.
11. A detailed Site Plan packet shall be administratively reviewed and approved in accordance with the Site/Concept Plan.
12. The development shall maintain compliance with all Federal, State and Local regulations; including, but not necessarily limited to, all applicable standards and regulations of the City of Waxahachie Municipal Code and City of Waxahachie Zoning Ordinance.

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

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

PASSED, APPROVED, AND ADOPTED on this 17th day of August, 2020.

MAYOR

ATTEST:

City Secretary

(8)

Exhibit B - Planned Development Regulations Packet

**GALA AT WAXAHACHIE
PLANNED DEVELOPMENT DISTRICT REGULATIONS
City of Waxahachie, Texas
May __, 2020**

(8)

Exhibit B - Planned Development Regulations Packet

GALA AT WAXAHACHIE
Development Regulations

Table of Contents

PART 1. PURPOSE AND INTENT....._

PART 2. EXHIBITS....._

PART 3. DEFINITIONS....._

PART 4. RELATIONSHIP TO CITY OF WAXAHACHIE’S COMPREHENSIVE ZONING ORDINANCE....._

PART 5. PERMITTED USES....._

PART 6. GENERAL DESIGN STANDARDS....._

Exhibit B - Planned Development Regulations Packet

PART 1. PURPOSE AND INTENT:

1.01 General

The Gala at Waxahachie Planned Development district is a 9 Acre development located in the City of Waxahachie purposefully designed for high quality independent living rental housing for seniors that is appointed with luxury amenities and situated behind corner retail on the east side of downtown Waxahachie at the corner of Parks School House Road and E Main Street.

The Independent Senior Living community, to be known as Gala at Waxahachie, has been designed as a luxury rental community with high end amenities such as a resort style swimming pool, fully appointed fitness center and business center inside a fully appointed clubhouse that will also contain an event room, exercise room and a business center. Purposeful design will have class A finishes and well landscaped courtyards throughout the property that will feel parklike in its setting.

1.02 Planned Development District

Gala at Waxahachie is a Planned Development District, as defined under the City of Waxahachie's Zoning Ordinance and is intended to accommodate multiple family dwellings with a base zoning of MF-2. Except as set forth in these Regulations, the Planned Development District will be planned and developed in accordance with City of Waxahachie's Zoning Ordinance.

PART 2. EXHIBITS:

The attached exhibits are incorporated into this ordinance in their entirety as though set forth fully in the text of this ordinance. The exhibits are as follows:

Exhibit A:	Legal Description of Property
Exhibit B:	Concept Site Plan
Exhibit C:	Concept Rendering of Exterior of the Multifamily Development

PART 3. DEFINITIONS:

- A. The term "Independent Senior Living Development" as described in this PD shall refer to an age restricted multi-family dwelling for seniors, or a complex of dwellings, consisting of 21 units per acre.

PART 4. RELATIONSHIP TO CITY OF WAXAHACHIE'S COMPREHENSIVE ZONING ORDINANCE:

Exhibit B - Planned Development Regulations Packet

(8)

In the event of a conflict or inconsistency between the written the provisions of the enabling Ordinance of these Regulations and the provisions of the City of Waxahachie's Zoning Ordinance, the provisions and intent of the enabling Ordinance _____ and amendments shall control. In the event of a conflict or inconsistency between the written requirements of this ordinance and any information contained on the attached Concept Plan, the written requirements of the enabling Ordinance _____ and amendments and these Regulations shall control. These Regulations, together with the applicable provisions of the enabling Ordinance _____ and amendments shall constitute all the development standards that are applicable to the Subdivision. Any approved Preliminary or Final Subdivision Plat must substantially conform to the applicable approved Concept Plan.

PART 5. PERMITTED USES

5.01 District 1 – Independent Senior Living Development Tract. The permitted uses in the District 1 – Independent Senior Living Development Tract of the PD shall be consistent with the Exhibits B and C as well as the General Design Standards herein described for this district.

PART 6. GENERAL DESIGN STANDARDS:

6.01 City Building Permits. All development in Gala at Waxahachie PD will be subject to obtaining building permits from the City in accordance with the City's applicable rules and regulations governing such permits. Where this ordinance is silent, the MF-2 zoning standards should apply.

6.02 District 1 – Independent Senior Living Development Tract Standards.

- (a) District Size – 9 Acres as described in Exhibit A
- (b) Density – Multiple-family units; twenty-one (21) units an acre
- (c) Unit Floor Area - A Multifamily Development dwelling unit shall have a minimum square feet of floor area, excluding common corridors, basements, open and screened porches or decks, and garages as follows:
 - a. One-bedroom units will be a minimum of 700 square feet; and
 - b. Two-bedroom units will be a minimum of 900 square feet.
 - c. No efficiency units or units with 3 or more bedrooms.
- (d) Minumum Lot Coverage – 40%
- (e) Minimum Lot Width – 60'
- (f) Minimum Lot Depth – 120'
- (g) Minimum Front Yard – Adjacent to SF – 25'. 75' if over two stories. Adjacent to MF or Nonresidential – 25'.

Exhibit B - Planned Development Regulations Packet

- (8)
- (h) Minimum Side Yard – Adjacent to SF – 50'. 75' if over two stories. Adjacent to MF or Nonresidential – 100'.
 - (i) Minimum Rear Yard – Adjacent to residential – 50'. Over two story is 75'.
 - (j) Building Separation – There shall not be a minimum building separation as long as the Site Plan materially adheres to Exhibit B.
 - (k) Building Length – There shall not be a minimum building length as long as the Site Plan materially adheres to Exhibit B.
 - (l) Parking - Parking regulations as provided shall apply to Independent Senior Living Development as follows:
 - a. A minimum parking ratio of 1.5 spaces per unit; and
 - b. 50% covered spaces are required and may be carports. No garages are required; and
 - c. No screening of parking shall be required as long as the site plan materially adheres to Exhibit B.
 - d. Each standard off-street surface parking space shall be in accordance with the design standards for space size and design as set forth below.
 - i. Standard: Nine feet by eighteen feet (9' x 18'), exclusive of access drives and aisles.
 - (m) Site Amenities – The Independent Senior Living Development shall include, at a minimum, the following site amenities as part of the site plan instead:
 - a. Swimming pool with fountains;
 - b. Furnished fitness center including stationary bicycle, elliptical trainer, treadmill and other equipment;
 - c. Business center;
 - d. Fully appointed clubhouse with community room, free common area Wi-Fi, and coffee bar;
 - e. Gazebo and pergolas with sitting areas, a minimum of 3 grills and a minimum of 3 picnic tables; and
 - f. Putting Green
 - g. Bocce Ball Court
 - h. Salon
 - i. Arts & Crafts Room
 - j. Raised Planter Beds
 - k. Onsite Social Coordination Team
 - (n) Maximum Height – the Independent Senior Living Development shall not exceed 3 stories in height for multifamily residential buildings
 - (o) Accessory Buildings – the accessory buildings, including any item attached to its roof, shall not exceed a maximum height of thirty (30) feet at its tallest point

Exhibit B - Planned Development Regulations Packet

- (p) Sidewalks - The minimum width of any sidewalk parallel and adjacent to head-in parking spaces shall be five feet (5').
- (q) Minimum Exterior Construction Standards – All exterior wall elevations of each primary structure shall be constructed of eighty percent (80%) masonry construction to include brick, stone, granite or marble, stucco; excluding doors and windows and balconies. Cement siding may consist of no more than twenty percent (20%) of all exterior wall elevations.
- (r) HVAC Screening –
 - a. Mechanical equipment on the ground shall be screened with landscaping or hard screening with any approved material preferably of consistent color, material and design as the main structure. Plant material will screen upon construction completion.
- (s) Fencing & Screening –
 - a. Multifamily shall have wrought iron fence on the west and south sides of the property and have a security gate at each point of ingress/egress. A masonry wall that complies with City ordinance will be required adjacent to residential on the north side of the property.
- (t) Refuse Facilities –
 - a. Independent Senior Living buildings shall be located within two hundred feet (200') to refuse facilities as defined in Exhibit B; and
 - b. Independent Senior Living development shall have refuse containers as shown on Exhibit B located generally around the site for easy access from each residential building. Any trash/recycling receptacles or any garbage, refuse and trash/recycling collection and storage areas visible from public right-of-way shall be screening by minimum six feet (6') tall solid, masonry wall on all three sides with an opaque metal gate on the fourth side that to be used for garbage pickup services and secure the trash storage area.
- (u) Landscape Area Requirements –
 - a. Landscape plan will be provided for review and approval by City staff. Native and drought tolerant plants will be utilized per approved Waxahachie plant List and approved alternates, and will provide well thought out coverage; and
 - b. An irrigation system must be provided with all landscape plans. Irrigation plans will be submitted after permitting. Irrigation plans shall comply with the design standards set forth by the Texas Commission on Environmental Quality, in 30 Tex. Admin. Code Ch. 344, landscape irrigation
- (v) Special considerations –
 - a. Outside storage is prohibited.
 - b. A site plan with façade elevations is required for all multi-family developments in this district.

Exhibit B - Planned Development Regulations Packet

- c. The front door of each apartment unit shall be no more than one hundred fifty (150) feet from a fire lane (measured by an unobstructed straight line).
- d. A paved walkway shall connect the front door of each ground floor unit to a parking area.
- e. Each Independent Senior Living Development shall provide recreational facilities designed for use by the tenants of the complex.
- f. All multi-family dwelling units shall have roof slopes with a minimum of 7:12 pitch.
- g. Buildings with façades that are longer than fifty (50) feet shall have their façades broken up into smaller areas through the use of varying façade setbacks, arcades, architectural features such as recessed vestibules, columns, canopies, or other acceptable means.
- h. Boats, campers, trailers and other recreational vehicles shall be prohibited.
- i. All buildings containing residential units shall provide a sign, visible from the entrances and/or the street or drive aisle, identifying the unit numbers within the building.
- j. All stairs (except entry stairs and stoops to individual units and shared hallways) and elevated walkways shall be screened with architectural features to avoid a direct view of a stairwell from public streets and open space. All stairwells shall be internal to the building and not external stairs.
- k. Except for decorative windows, bay windows, transoms, and side lights, all residential windows shall be operable. The windows in living areas and bedrooms, except for dormer windows shall be a minimum of fifteen (15) square feet in size.
- l. All buildings must use four (4) or more of the following architectural features:
 - 1) Awnings/Canopies.
 - 2) Balconies.
 - 3) Dormers.
 - 4) Offsets within each building (minimum of twenty (20) feet to receive credit).
 - 5) Patio.
 - 6) Porches.
 - 7) Stoop.
 - 8) Mixture of Stone and Brick Construction.
 - 9) Varied roof height (minimum ten (10) foot difference).
 - 10) Others approved by City staff.
- q. The following amenities will be incorporated into the Independent Senior Living Development
 - 1) Exercise Facility.
 - 2) Community Room.

Exhibit B - Planned Development Regulations Packet

- 3) Gazebo and pergolas with sitting areas, a minimum of 3 grills and a minimum of 3 picnic tables.
- 4) Jogging trail.
- 5) Swimming pool.
- 6) Business Center
- 7) Putting Green
- 8) Bocce Ball Court
- 9) Arts & Crafts Room
- 10) Raised Planter Beds
- 11) Have a social coordination team for senior events
- 12) Salon

(8)
Exhibit B - Planned Development Regulations Packet

EXHIBIT A

(8)

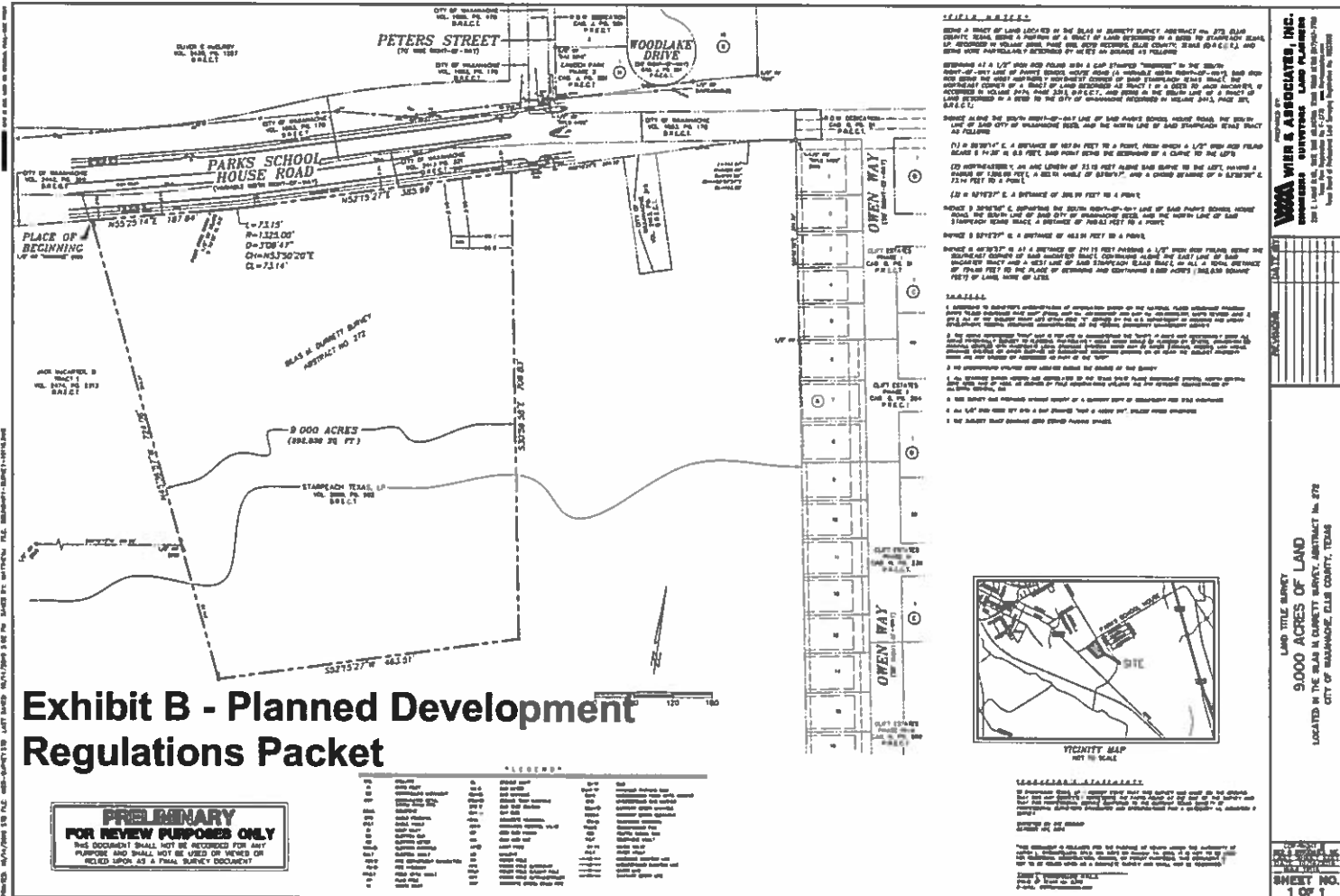


Exhibit B - Planned Development Regulations Packet

PRELIMINARY
FOR REVIEW PURPOSES ONLY
THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR RELIED UPON AS A FINAL SURVEY DOCUMENT

WMA WILSON & ASSOCIATES, INC.
SURVEYORS
10000 W. LBJ Fwy., Suite 1000, Dallas, Texas 75241
214.343.1111
www.wilsonsurvey.com

LAND TITLE SURVEY
9,000 ACRES OF LAND
LOCATED IN THE BLK M DANNETT SURVEY, ABSTRACT NO. 278
CITY OF DALLAS, TEXAS

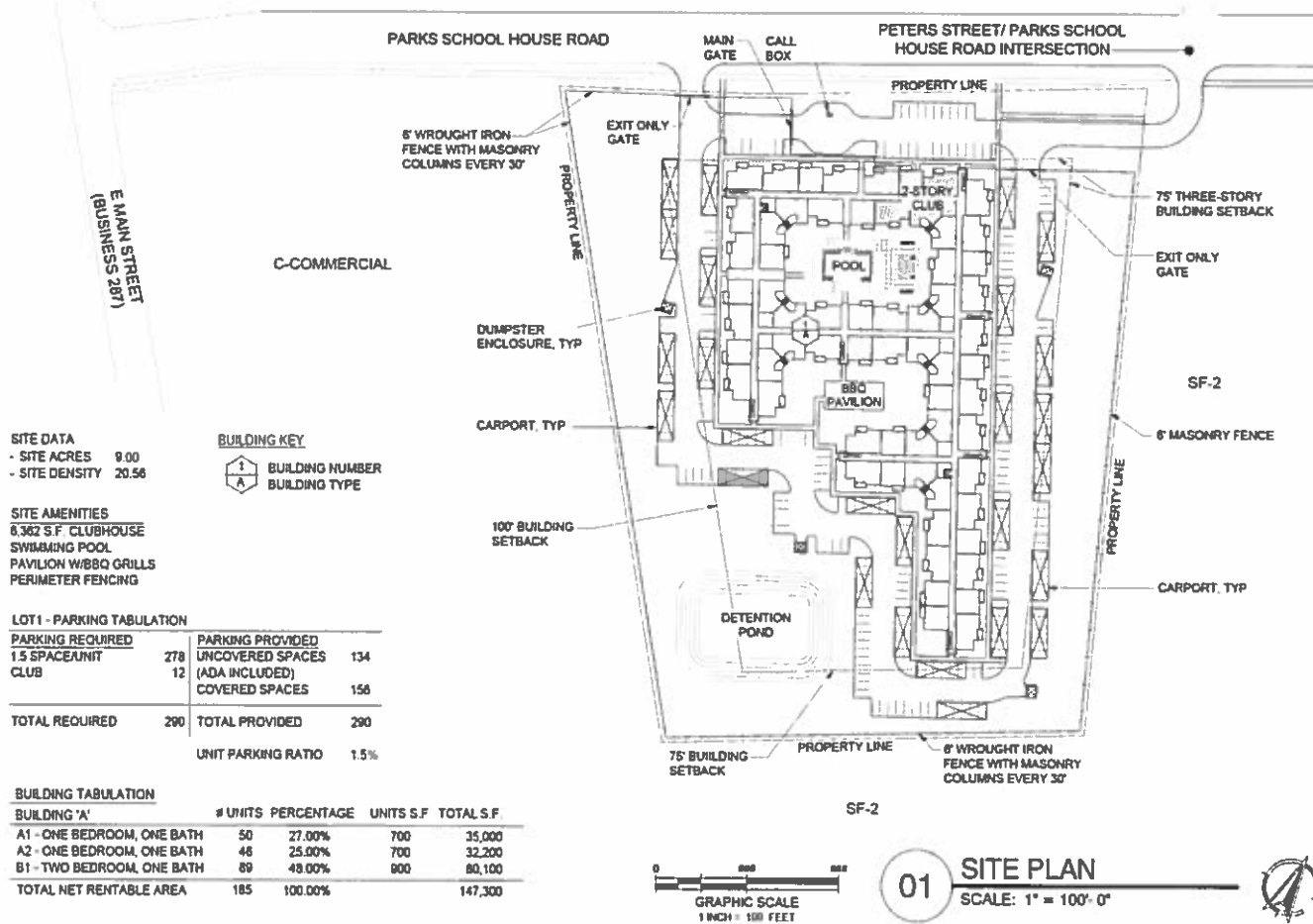
SHEET NO.
1 OF 1

Exhibit B - Planned Development Regulations Packet

EXHIBIT B

(8)

Exhibit B - Planned Development Regulations Packet



WAXAHACHIE SENIOR LIVING
WAXAHACHIE, TEXAS

A1.0
SCHEMATIC
SITE PLAN
Copyright © 2015

Exhibit B - Planned Development Regulations Packet

EXHIBIT C

(8)



(8)



PARKS SCHOOL HOUSE ROAD

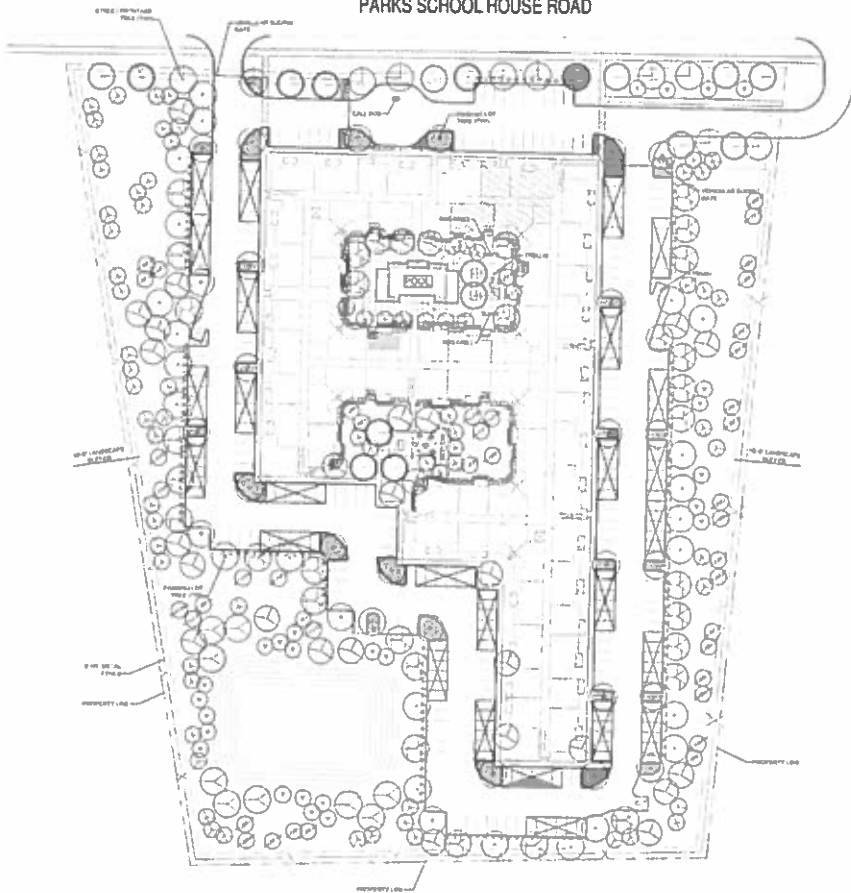


Exhibit C - Landscape Plan

TRACT & METFORMIN

[illegible]

PLANT LEGEND
 Solid black line = *Salix*
 Dashed line = *Salix* + *Salix*

[illegible]

LANDSCAPE LEGEND



LANDSCAPE PLAN



Summary

QUESTIONS

GARDNER WAXAHACHIE
WAXAHACHIE, TEXAS

ISSUE FOR
DEBATE

LANDSCAPE PLAN

LP0.01

19)

STATE OF TEXAS § DEVELOPMENT AGREEMENT
 § FOR GALA AT WAXAHACHIE
COUNTY OF ELLIS §

This Development Agreement for Gala at Waxahachie ("**Agreement**") is entered into between Gardner Capital ("**GC**") and the City of Waxahachie, Texas ("**City**"). GC and the City are sometimes referred herein together as the "**Parties**" and individually as a "**Party**."

Recitals:

1. GC is the owner of approximately 9 acres of real property generally located at the SE corner of Parks School House Rd. and East Main St., parcel number 138271, in the City of Waxahachie, Texas (the "**Property**"), for which he has requested a change in the Property's Single Family-3 zoning to a Planned Development ("**PD**") Multi Family-2 zoning, revising specific development standards. The Property is currently zoned Single Family-3 by the City, and is anticipated to have the zoning changed to a new PD zoning on August 17, 2020.

2. The planned use of the Property is to create a Planned Development to allow for the development of Independent Senior Living. The PD zoning process is utilized to ensure that the Property would develop in a manner that meets the City's desired development standards, as well as providing GC with agreed-upon and negotiated standards consistent with their business objectives.

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

4. This Agreement seeks to incorporate the negotiated and agreed upon zoning and development standards contained in the Gala at Waxahachie PD Ordinance as contractually-binding obligations between the City of Waxahachie and GC, and to recognize GC's reasonable investment-backed expectations in the Gala at Waxahachie PD Ordinance and the planned development of Gala at Waxahachie.

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

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

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

(9)

Section 3. Agreements. The Parties agree as follows:

Incorporation of Zoning and Recognition of Investment-Backed Expectations:

The negotiated and agreed upon zoning and development standards contained in the Gala at Waxahachie PD Ordinance, which incorporate by reference the general zoning regulations of the City of Waxahachie zoning ordinance, are hereby adopted and incorporated into this Agreement as contractually-binding obligations of GC. GC, agrees to:

- (A) Per the applicant's request, a Development Agreement will be required for the property.
- (B) The maximum density shall be twenty-one (21) dwelling units per acre.
- (C) The maximum building length shall not exceed 540 ft.
- (D) The maximum unit count shall be one hundred eighty-five (185) units.
- (E) A minimum of one hundred fifty-six (156) carports shall be provided for the development.
- (F) A 6ft. masonry screening wall is required along the eastern boundary as well as the northern boundary of the property. A 6ft. wrought iron fence with masonry columns spaced every 30ft., shall surround the remainder of the property.
- (G) All exterior wall elevations of each primary structure shall be constructed of eighty percent (80%) masonry construction (per City of Waxahachie Zoning Ordinance standards) excluding doors and windows. Cement siding may consist of no more than twenty percent (20%) of all exterior wall elevations.
- (H) Outside storage is prohibited within the development.
- (I) The Site Plan shall conform as approved by the City Council under case number ZDC-77-2020.
- (J) A detailed Site Plan packet shall be administratively reviewed and approved in accordance with the Site/Concept Plan.
- (K) The development shall maintain compliance with all Federal, State and Local regulations; including, but not necessarily limited to, all applicable standards and regulations of the City of Waxahachie Municipal Code and City of Waxahachie Zoning Ordinance.

In consideration of GC's agreement in this regard, the City of Waxahachie agrees that GC has reasonable investment-backed expectations in the Gala at Waxahachie PD Ordinance, and that the City of Waxahachie may not unilaterally change the zoning and development standards contained in the Gala at Waxahachie PD Ordinance without impacting GC's reasonable investment-backed expectations.

Section 4. Miscellaneous

A. This Agreement and any dispute arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without reference to its conflict of law rules. In the event of any dispute or action under this Agreement, venue for any and all disputes or actions shall be instituted and maintained in Ellis County, Texas.

(9)

B. It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create a partnership, joint venture, joint enterprise, or other relationship between or among the Parties.

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

D. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by either Party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the Parties may have by law statute, ordinance, or otherwise. The failure by any Party to exercise any right, power, or option given to it by this Agreement, or to insist upon strict compliance with the terms of this Agreement, shall not constitute a waiver of the terms and conditions of this Agreement with respect to any other or subsequent breach thereof, nor a waiver by such Party of its rights at any time thereafter to require exact and strict compliance with all the terms hereof. Any rights and remedies any Party may have with respect to the other arising out of this Agreement shall survive the cancellation, expiration or termination of this Agreement, except as otherwise expressly set forth herein.

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

F. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the parties, pertaining to a period of time following the termination or expiration of this Agreement shall survive termination or expiration.

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

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

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

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

(9)

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

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

{Signature Pages Follow}

(9)

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

CITY OF WAXAHACHIE, TEXAS

By: _____
Michael Scott, City Manager

Date: _____

ATTEST:

By: _____
City Secretary

: Gardner Capital

By: _____

Date: _____

(9)

STATE OF TEXAS §
 §
COUNTY OF ELLIS §

Before me, the undersigned authority, on this _____ day of _____, 2020, personally appeared MICHAEL SCOTT, City Manager of the City of Waxahachie, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

[Seal]

By: _____
Notary Public, State of Texas

My Commission Expires: _____

STATE OF TEXAS §
 §
COUNTY OF ELLIS §

Before me, the undersigned authority, on this _____ day of _____, 2020, personally appeared _____, representative of Gardner Capital, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

[Seal]

By: _____
Notary Public, State of Texas

My Commission Expires: _____

(10)

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
WAXAHACHIE, TEXAS, PROVIDING FOR A DECLARATION OF NON
OBJECTION TO THE PROPOSED SENIOR HOUSING IN WAXAHACHIE;
AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, Gala at Waxahachie, LP has proposed a development of 185 units for senior rental housing on approximately 9 +/- acres of land at the corner of Parks School House Road and E Main Street in the City of Waxahachie, Ellis County, Texas, to be commonly known as Gala at Waxahachie ("Senior Project"); and

WHEREAS, Gala at Waxahachie, LP ("Applicant") has advised that it intends to submit an application to the Texas Department of Housing and Community Affairs ("TDHCA") for 2020 Housing Tax Credits for the Senior Project.

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

SECTION 1. Notice has been provided by Applicant to the City Council of the City of Waxahachie in accordance with Texas Government Code, §2306.67071(a).

SECTION 2. The City Council of the City of Waxahachie has had sufficient opportunity to obtain a response from the Applicant regarding any questions or concerns about the Senior Project.

SECTION 3. The City Council of the City of Waxahachie has held a hearing on _____ at which public comment was allowed be made on the application for the Senior Project in accordance with Texas Government Code §2306.67071(b).

SECTION 4. After due consideration of the information provided by the Applicant and public comment, the City Council of the City of Waxahachie does not object to the proposed application for the Senior Project.

SECTION 5. The City Secretary of the City of Waxahachie is hereby authorized, empowered, and directed to certify this Resolution to the Texas Department of Housing and Community Affairs.

CONSIDERED, PASSED AND ADOPTED by the City Council of Waxahachie at a regular meeting on the _____ at which a quorum was present, and for which due notice was given pursuant to Government Code, Chapter 551.

Dated this 17th day of August, 2020

APPROVED:

Mayor

ATTEST:

City Secretary

(11/18)



Memorandum

To: Honorable Mayor and City Council
From: Shon Brooks, Director of Planning
Thru: Michael Scott, City Manager
Date: August 3, 2020
Re: ZDC-92-2020 809 MLK (PD-GR to SF3)

On August 3, 2020, the applicant requested to continue case no. ZDC-92-2020 to the August 25, 2020 Planning and Zoning meeting agenda, and the September 8, 2020 City Council meeting agenda.

(13)

Planning & Zoning Department

Zoning Staff Report

Case: ZDC-104-2020



MEETING DATE(S)

Planning & Zoning Commission: August 11, 2020

City Council: August 17, 2020

ACTION SINCE INITIAL STAFF REPORT

At the Planning & Zoning Commission meeting, held August 11, 2020, the Commission voted 4-0 to recommend approval of case number ZDC-104-2020, as presented.

CAPTION

Public Hearing on a request by Mikel Craig, Waxahachie ISD, for a Zoning Change from a Single Family-1 and Commercial zoning district to Planned Development-Commercial, located at 2541 US Highway 287 Bypass (Property ID 276711) - Owner: Waxahachie ISD (ZDC-104-2020)

APPLICANT REQUEST

The applicant is requesting approval to allow construction of a fence to surround the Waxahachie AgriScience Facility.

CASE INFORMATION

Applicant: Mikel Craig, Waxahachie ISD

Property Owner(s): Waxahachie ISD

Site Acreage: 9.125 acres

Current Zoning: Single Family-1 and Commercial

Requested Zoning: Planned Development-Commercial

SUBJECT PROPERTY

General Location: 2541 US Highway 287 Bypass

Parcel ID Number(s): 276711

Existing Use: Waxahachie AgriScience Facility

Development History: N/A

(17)

Table 1: Adjoining Zoning & Uses

Direction	Zoning	Current Use
North	-----	US Highway 287 Bypass
East	PD-MF2	The Mark on Conquest Phase 1
South	PD-C	Waxahachie High School
West	PD-C	Waxahachie High School

Future Land Use Plan:

Public/Semi-Public

Comprehensive Plan:

This land use category includes uses that are educational, governmental or institutional in nature. This type of land use is generally permitted within any area, therefore, only the current Public/Semi-Public uses are shown on the map.

Thoroughfare Plan:

The subject property is accessible via US 287 Highway Bypass.

Site Image:



PLANNING ANALYSIS

Purpose of Request:

The applicant is requesting approval to allow construction of a fence to surround the Waxahachie AgriScience Facility.

Proposed Use:

To further protect the students, as well as the livestock on the property, Waxahachie ISD is requesting to construct a fence around the existing AgriScience Facility. Waxahachie ISD intends to construct a six foot tall black chain link fence along the East boundary of the property. The North and West boundaries of the property will be six foot tall and consist of cedar posts, staves, and high-tensile netting.

(13)

PUBLIC NOTIFICATIONS

To comply with State law contained in Local Government Code Chapter 211 and the City's public hearing notice requirements, 1 notices were mailed to property owners within 200 feet of the request. In addition, a notice was published in the Waxahachie Sun and a sign was visibly posted at the property.

RECOMMENDATION

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

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

ATTACHED EXHIBITS

1. Ordinance
2. Location Exhibit
3. Fence Concept Layout

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 a set of drawings that incorporate all comments.

STAFF CONTACT INFORMATION

Prepared by:
Colby Collins
Senior Planner
ccollins@waxahachie.com

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

(14)

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING A ZONING CHANGE FROM SINGLE FAMILY-1 (SF1) AND COMMERCIAL (C) TO PLANNED DEVELOPMENT-COMMERCIAL (PD-C), WITH CONCEPT PLAN LOCATED AT 2541 U.S. HIGHWAY 287 BYPASS, IN THE CITY OF WAXAHACHIE, ELLIS COUNTY, TEXAS, BEING 9.125 ACRES, KNOWN AS A PORTION OF PROPERTY ID 276711, OF LOT 1, BLOCK A OF THE WISD AG CENTER ADDITION, AND ORDERING THE CHANGING OF THE ZONING MAP THEREOF IN ACCORDANCE WITH SAID CHANGE.

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

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

WHEREAS, 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 ZDC-104-2020. Said application, having been referred to the Planning and Zoning (P&Z) Commission for their final report, was recommended by the P&Z Commission for zoning change approval of the subject property from SF1 and 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 SF1 and C to PD-C, with Concept Plan in order to facilitate development of the subject property in a manner that allows a fence (constructed of a 6ft. tall black chain link fence along the East boundary, and 6ft. tall cedar posts, staves, and high tensile netting along the North and West boundaries of the property) to surround the AgriScience building on the following property: Lot 1, Block A of the WISD Ag Center Addition, which is shown on Exhibit A, and Fence Concept Layout shown as Exhibit B.

PLANNED DEVELOPMENT

Purpose and Intent

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

Development Standards

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

(14)

parking areas, amenity areas, trails, fencing, and other common areas shall substantially conform to the locations shown on the approved Fence Concept Layout (Exhibit B).

Development Regulations

1. The Concept Plan shall conform as approved by the City Council under case number ZDC-104-2020.
2. Any zoning, land use requirement, or restriction not contained within this zoning ordinance shall conform to those requirements and/or standards prescribed in Exhibit B – Fence Concept Layout. Where regulations are not specified in the attached exhibits, or in the Ordinance, the regulations of Commercial zoning of the City of Waxahachie Zoning Ordinance shall apply to this development.
3. The development shall maintain compliance with all Federal, State and Local regulations; including, but not necessarily limited to, all applicable standards and regulations of the City of Waxahachie Municipal Code and City of Waxahachie Zoning Ordinance.

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

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

PASSED, APPROVED, AND ADOPTED on this 17th day of August, 2020.

MAYOR

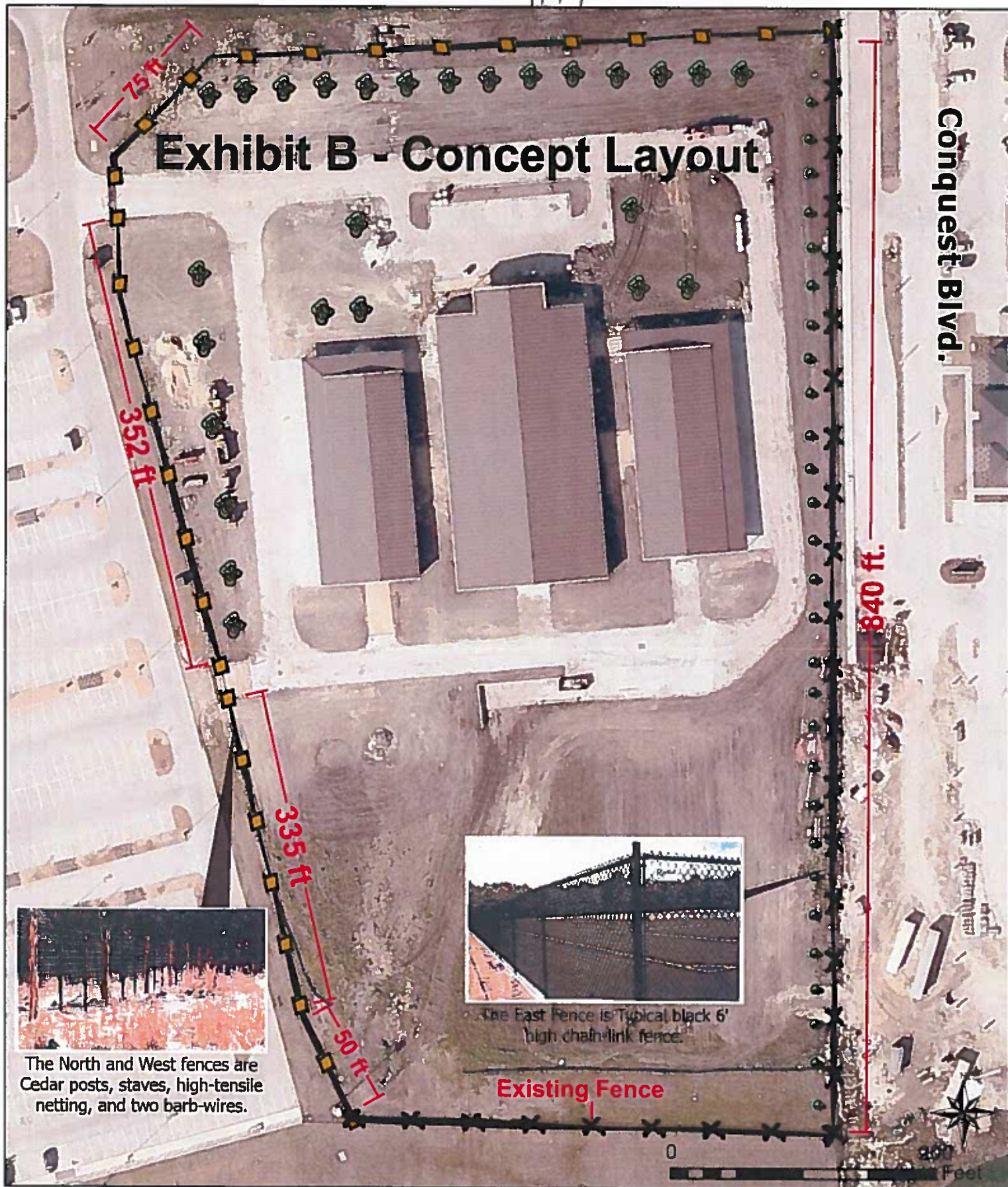
ATTEST:

City Secretary

Exhibit A - Location Exhibit

Exhibit A - Location Exhibit

 ZDC-000104-2020 (PD)



WISD Ag Facility Fencing Exhibit

- Chain-Link Fence
- Cedar Post Fence
- Tress
- Shrubs

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. This product has been produced by the City of Waxahachie for the sole purpose of geographic reference. No warranty is made by the City of Waxahachie regarding specific accuracy or completeness.

(15)

Planning & Zoning Department

Zoning Staff Report

Case: ZDC-89-2020



MEETING DATE(S)

Planning & Zoning Commission: August 11, 2020

City Council: August 17, 2020

ACTION SINCE INITIAL STAFF REPORT

At the Planning & Zoning Commission meeting, held August 11, 2020, the Commission voted 4-0 to recommend approval of case number ZDC-89-2020, subject to staff comments.

CAPTION

Public Hearing on a request by Matthew Smith, Vaquero Ventures, for a Specific Use Permit (SUP) for Convenience Store and Gasoline Sales uses within a General Retail zoning district located at 1851 N Highway 77 (Property ID 262430) - Owner: TRIUMPH SQUARE LLC (ZDC-89-2020)

APPLICANT REQUEST

The applicant is requesting approval to allow a Convenience Store with Gasoline Sales (7-Eleven) on 1.5 acres.

CASE INFORMATION

Applicant: Matthew Smith, Vaquero Ventures

Property Owner(s): Triumph Square LLC

Site Acreage: 1.524 acres

Current Zoning: General Retail

Requested Zoning: General Retail w/ SUP

SUBJECT PROPERTY

General Location: 1851 N. Highway 77

Parcel ID Number(s): 262430

Existing Use: Currently Undeveloped

Development History: The Zoning Change for the subject property (Ord. 2910), was approved by City Council on December 19, 2016.

Table 1: Adjoining Zoning & Uses

Direction	Zoning	Current Use
North	GR	Community National Bank
East	N/A	US Highway 77
South	GR	Medical Offices
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 subject property is accessible via US Highway 77, Triumph Ln., and North Town Blvd.

Site Image:**PLANNING ANALYSIS****Purpose of Request:**

The applicant is requesting approval to allow a Convenience Store with Gasoline Sales (7-Eleven) on 1.5 acres.

Proposed Use:

Per the Operational Plan, 7 Eleven plans to operate a convenience store and gas station at 1851 N. Highway 77. The location will operate 24 hours a day, 7 days a week. There will be six gas pumps which allows for a maximum of 12 cars to fuel at any given time. The pumps will service both gasoline and diesel vehicles. There will be an average of three employees per shift throughout the day and night.

(15)

Table 2: Proposed Development Standards (General Retail)

****Items highlighted in bold do not meet the City of Waxahachie requirements***

Standard	City of Waxahachie	7-Eleven	Meets Y/N
Min. Lot Area (Sq. Ft.)	7,000	66,385	Yes
Min. Lot Width (Ft.)	60	250	Yes
Min. Lot Depth (Ft.)	100	268	Yes
Min. Front Yard (Ft.)	40	40	Yes
Min. Side Yard (Ft.)	20	20	Yes
Min. Rear Yard (Ft.)	20; 25 (adjacent to residential)	40	Yes
Max. Height	2 stories	1 story	Yes
Max. Lot Coverage (%)	40	6	Yes
Parking 1 space per 200 sq. ft.	20	21	Yes

****Additional Note: The building is proposed to be constructed of a masonry exterior with a mixture of brick and stone.***

PUBLIC NOTIFICATIONS

To comply with State law contained in Local Government Code Chapter 211 and the City's public hearing notice requirements, 8 notices were mailed to property owners within 200 feet of the request. In addition, a notice was published in the Waxahachie Sun and a sign was visibly posted at the property.

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. Per the applicant's request, a Development Agreement will be required for the property.

ATTACHED EXHIBITS

1. Development Agreement/Ordinance
2. Operational Plan
3. Location Exhibit
4. Site Plan
5. Landscape Plan
6. Elevation/Façade Plan

APPLICANT REQUIREMENTS

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

STAFF CONTACT INFORMATION

Prepared by:
Colby Collins
Senior Planner
ccollins@waxahachie.com

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



Operational Plan

7 Eleven plans to operate a convenience store and gas station at 1851 N. Highway 77 Waxahachie, TX 75165. The location will operate 24 hours a day, 7 days a week. There will be six gas pumps which allows for a maximum of 12 cars to fuel at any given time. The pumps will service both gasoline and diesel vehicles. There will be an average of three employees per shift throughout the day and night.

(14)

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING A SPECIFIC USE PERMIT (SUP) TO PERMIT A CONVENIENCE STORE WITH GASOLINE SALES USE WITHIN A GENERAL RETAIL (GR) ZONING DISTRICT, LOCATED AT 1851 N. HIGHWAY 77, BEING PROPERTY ID 262430, BEING LOT 2R, BLOCK A OF VICTORY PARK REV. ADDITION, IN THE CITY OF WAXAHACHIE, ELLIS COUNTY, TEXAS, AND ORDERING THE CHANGING OF THE ZONING MAP THEREOF IN ACCORDANCE WITH SAID CHANGE.

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

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

WHEREAS, the described property is classified in said ordinance and any amendments thereto as GR; and

WHEREAS, a proper application for an SUP has been made in accordance with the zoning ordinances in the City of Waxahachie and said application has been assigned case number ZDC-89-2020. Said application having been referred to the Planning and Zoning (P&Z) Commission was recommended by the P&Z Commission for approval and the issuance thereof; and

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

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

NOW, THEREFORE, this property is rezoned from GR to GR, with an SUP in order to permit a Convenience Store with Gasoline Sales use on the following property: Lot 2R, Block A of Victory Park Rev. Addition, which is shown on Exhibit A, Site Plan attached as Exhibit B, Landscape Plan attached as Exhibit C, and the Elevation/Façade Plan attached as Exhibit D.

SPECIFIC USE PERMIT

Purpose and Intent

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

(16)

Specific Use Permit

FOR OPERATION OF A SPECIFIC USE PERMIT FOR A CONVENIENCE STORE WITH GASOLINE SALES USE IN THE GENERAL RETAIL (GR) DISTRICT; the following standards and conditions are hereby established as part of this ordinance:

1. The site plan shall conform as approved by the City Council under case number ZDC-89-2020.
2. The development shall adhere to the City Council approved in Exhibit A- Location Exhibit, Exhibit B – Site Plan, Exhibit C - Landscape Plan, Exhibit D – Elevation/Façade Plan, and Operational Plan.
3. Per the applicant's request, a Development Agreement will be required for the property.
4. The development shall maintain compliance with all Federal, State and Local regulations; including, but not necessarily limited to, all applicable standards and regulations of the City of Waxahachie Municipal Code and City of Waxahachie Zoning Ordinance.
5. If approved, the City Council shall have the right to review the Specific Use Permit after 12-months if needed.

Compliance

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

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

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

PASSED, APPROVED AND ADOPTED on this 17th day of August, 2020.

(10)

MAYOR

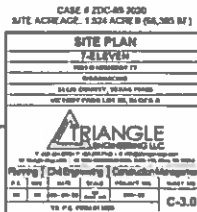
ATTEST:

City Secretary

(14)

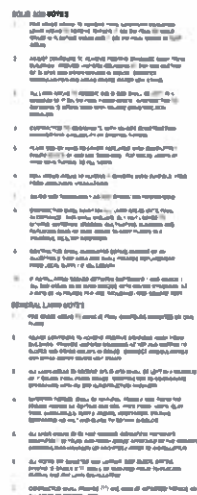


Exhibit B - Site Plan



How many dollars.
Call before you dig.


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LANDSCAPE PLAN
7-ELEVEN
501 S. WILSON ST. SUITE 277
CITY OF WAXAHAMIE
ELLIS COUNTY TEXAS 76785
VICTORY PARK
LOT 28, BLOCK A

 **TRIANGLE**
ENGINEERING LLC

1. prepare survey and plat (1-1) 2. prepare preliminary plat (1-1)
3. prepare final plat (1-1) 4. prepare final plat (1-1) 5. prepare final plat (1-1)
6. prepare final plat (1-1) 7. prepare final plat (1-1) 8. prepare final plat (1-1)

Planning / Civil Engineering Construction Management

DATE: 01-11-00 BY: J. L. PERRY
DATE: 01-11-00 BY: J. L. PERRY

70 S. W. Perry St. (1995)

L1

(14)

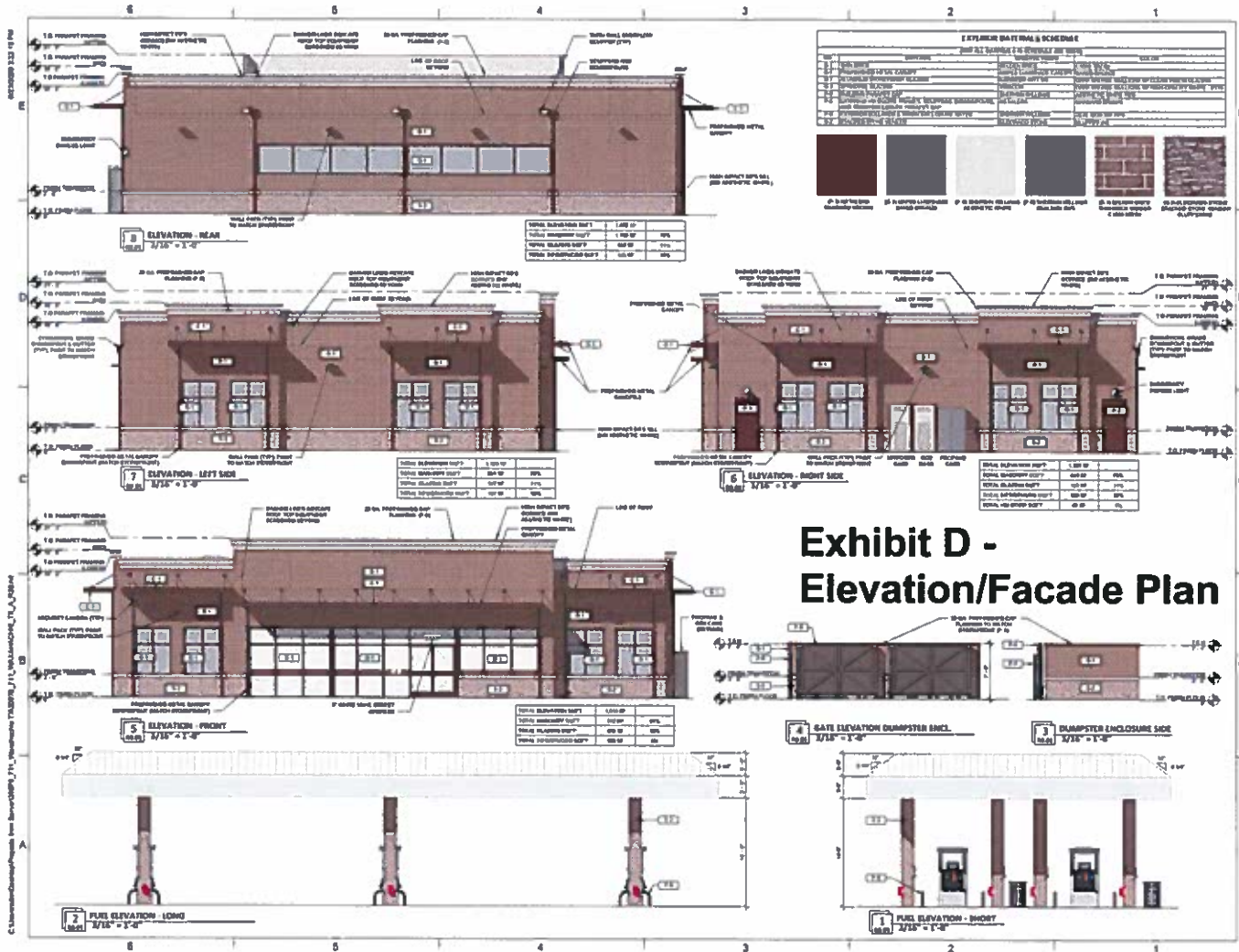


Exhibit D - Elevation/Facade Plan

buf
STUDIO

NOT FOR CONSTRUCTION

7-ELEVEN STORE
NORTH HIGHWAY 77
WAXAHACHIE, TX

REVIEW BOARD
ELEVATIONS

R0.01

(17)

STATE OF TEXAS § DEVELOPMENT AGREEMENT
 § FOR 7-ELEVEN
COUNTY OF ELLIS §

This Development Agreement for 7-Eleven ("Agreement") is entered into between Triumph Square, LLC ("TS") and the City of Waxahachie, Texas ("City"). TS and the City are sometimes referred herein together as the "Parties" and individually as a "Party."

Recitals:

1. TS is the owner of approximately 1.524 acres of real property generally located at 1851 N. Highway 77, Parcel Number 262430, in the City of Waxahachie, Texas (the "Property"), for which the applicant has requested a change in the Property's General Retail to General Retail with Specific Use Permit ("SUP") zoning, revising specific development standards. The Property is currently zoned General Retail by the City, and is anticipated to have the SUP reviewed on August 17, 2020.

2. The planned use of the Property is to create a Specific Use Permit to allow for the development of a convenience store with gasoline sale (7-Eleven). The SUP process is utilized to ensure that the Property would develop in a manner that meets the City's desired development standards, as well as providing TS with agreed-upon and negotiated standards consistent with their business objectives.

3. As is reflected by the public records of the City, significant discussions and negotiations between representatives of TS and the City of Waxahachie staff have occurred during various meetings, in an effort to obtain an agreed-upon and negotiated set of zoning and development standards to be reflected in the SUP zoning amendment **Ordinance No. (TBD)** (the "7-Eleven SUP Ordinance"), a copy of which is attached hereto as *Exhibit A* and which contains the negotiated zoning and development standards for 7-Eleven.

4. This Agreement seeks to incorporate the negotiated and agreed upon zoning and development standards contained in the 7-Eleven SUP Ordinance as contractually-binding obligations between the City of Waxahachie and TS, and to recognize TS's reasonable investment-backed expectations in the 7-Eleven SUP Ordinance and the planned development of 7-Eleven.

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

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

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

Section 3. Agreements. The Parties agree as follows:

Incorporation of Zoning and Recognition of Investment-Backed Expectations: The negotiated and agreed upon zoning and development standards contained in the 7-Eleven SUP Ordinance, which incorporate by reference the general zoning regulations of the City of Waxahachie zoning ordinance, are hereby adopted and incorporated into this Agreement as contractually-binding obligations of the Developer.

The Developer agrees to:

- (A) The site plan shall conform as approved by the City Council under case number ZDC-89-2020.
- (B) The masonry exterior for the building shall consist of brick and stone.
- (C) Business operations shall be consistent with the Operational Plan.
- (D) The development shall maintain compliance with all Federal, State and Local regulations; including, but not necessarily limited to, all applicable standards and regulations of the City of Waxahachie Municipal Code and City of Waxahachie Zoning Ordinance.

In consideration of TS's agreement in this regard, the City of Waxahachie agrees that TS has reasonable investment-backed expectations in the 7-Eleven SUP Ordinance, and that the City of Waxahachie may not unilaterally change the zoning and development standards contained in the 7-Eleven SUP Ordinance without impacting TS's reasonable investment-backed expectations.

Section 4. Miscellaneous

- A. This Agreement and any dispute arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without reference to its conflict of law rules. In the event of any dispute or action under this Agreement, venue for any and all disputes or actions shall be instituted and maintained in Ellis County, Texas.
- B. It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create a partnership, joint venture, joint enterprise, or other relationship between or among the Parties.
- C. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the Parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

D. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by either Party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the Parties may have by law statute, ordinance, or otherwise. The failure by any Party to exercise any right, power, or option given to it by this Agreement, or to insist upon strict compliance with the terms of this Agreement, shall not constitute a waiver of the terms and conditions of this Agreement with respect to any other or subsequent breach thereof, nor a waiver by such Party of its rights at any time thereafter to require exact and strict compliance with all the terms hereof. Any rights and remedies any Party may have with respect to the other arising out of this Agreement shall survive the cancellation, expiration or termination of this Agreement, except as otherwise expressly set forth herein.

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

F. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the parties, pertaining to a period of time following the termination or expiration of this Agreement shall survive termination or expiration.

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

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

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

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

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

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

(17)

{Signature Pages Follow}

(17)

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

CITY OF WAXAHACHIE, TEXAS

By: _____
Michael Scott, City Manager

Date: _____

ATTEST:

By: _____
City Secretary

: Triumph Square, LLC

By: _____

Date: _____

(17)

STATE OF TEXAS §
 §
COUNTY OF ELLIS §

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

[Seal]

By: _____
Notary Public, State of Texas

My Commission Expires: _____

STATE OF TEXAS §
 §
COUNTY OF ELLIS §

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

[Seal]

By: _____
Notary Public, State of Texas

My Commission Expires: _____

(18)

Planning & Zoning Department

Zoning Staff Report

Case: ZDC-96-2020



MEETING DATE(S)

Planning & Zoning Commission: August 11, 2020

City Council: August 17, 2020

ACTION SINCE INITIAL STAFF REPORT

At the Planning & Zoning Commission meeting, held August 11, 2020, the Commission voted 4-0 to recommend approval of case number ZDC-96-2020, subject to staff comments.

CAPTION

Public Hearing on a request by Keaton L. Mai, The Dimension Group, for a Specific Use Permit (SUP) for **Convenience Store and Gasoline Sales** use within a General Retail zoning district located at the SW corner of Brown Street and US Highway 287 (being a portion of Property ID 179000) - Owner: BUFFALO CREEK PLAZA LLC (ZDC-96-2020)

APPLICANT REQUEST

The applicant is requesting approval to allow a Convenience Store with Gasoline Sales (7-Eleven) on 2.25 acres.

CASE INFORMATION

Applicant: Keaton Mai P.E., The Dimension Group

Property Owner(s): Buffalo Creek Plaza, LLC

Site Acreage: 2.25 acres

Current Zoning: General Retail

Requested Zoning: General Retail w/ SUP

SUBJECT PROPERTY

General Location: SW corner of Brown Street and US Highway 287

Parcel ID Number(s): 179000

Existing Use: Currently Undeveloped

Development History: N/A

(18)

Table 1: Adjoining Zoning & Uses

Direction	Zoning	Current Use
North	N/A	Undeveloped Land
East	GR	Undeveloped Land
South	GR	Office Use
West	SF2/PD-GR	Single Family Residential/WISD

Future Land Use Plan:

Office

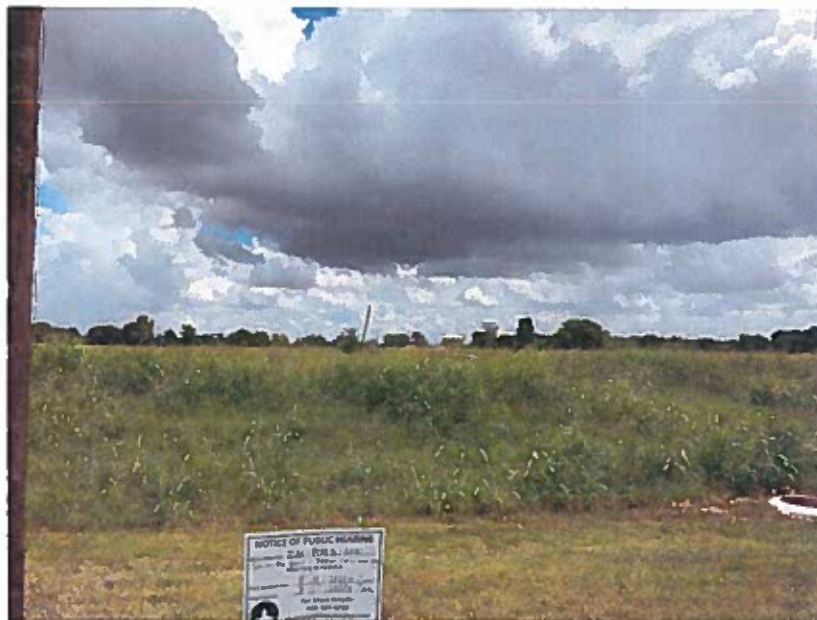
Comprehensive Plan:

This land use type is intended for businesses such as banks, insurance agencies, and accounting offices. Office land uses are generally compatible with residential area, with the exception of high-rise office buildings. Land designated for office is appropriate along U.S. Highway 287, at a close proximity to IH-35E within Mixed Use Nonresidential areas, as well as within the Medical District.

Thoroughfare Plan:

The subject property is accessible via Brown St. and US Hwy 287 Bypass

Site Image:



PLANNING ANALYSIS

Purpose of Request:

The applicant is requesting approval to allow a Convenience Store with Gasoline Sales (7-Eleven) on 2.25 acres.

Proposed Use:

Per the Operational Plan, 7-Eleven plans to operate a convenience store and gas station at the SWC of Brown St and US Hwy 287 Bypass. This location will operate 24 hours a day, 7 days a week. There will be

eight gas pumps which allows for a maximum of 16 cars to fuel at any given time. The pumps will service both gasoline and diesel vehicles. There will be an average of three employees per shift throughout the day and night.

Table 2: Proposed Development Standards (General Retail)

****Items highlighted in bold do not meet the City of Waxahachie requirements***

Standard	City of Waxahachie	7-Eleven	Meets Y/N
Min. Lot Area (Sq. Ft.)	7,000	48,643	Yes
Min. Lot Width (Ft.)	60	242	Yes
Min. Lot Depth (Ft.)	100	272	Yes
Min. Front Yard (Ft.)	40	40	Yes
Min. Side Yard (Ft.)	20	30	Yes
Min. Rear Yard (Ft.)	20; 25 (adjacent to residential)	20	Yes
Max. Height	2 stories	1 story	Yes
Max. Lot Coverage (%)	40	17	Yes
Parking 1 space per 200 sq. ft.	21	22	Yes

****Additional Note: The building is proposed to be constructed of brick, stone, and stucco.***

PUBLIC NOTIFICATIONS

To comply with State law contained in Local Government Code Chapter 211 and the City's public hearing notice requirements, 9 notices were mailed to property owners within 200 feet of the request. In addition, a notice was published in the Waxahachie Sun and a sign was visibly posted at the property.

PROPERTY OWNER NOTIFICATION RESPONSES

Staff has received two (2) letters of support and one (1) letter of opposition for the proposed development.

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. Per the applicant's request, a Development Agreement will be required for the property.
 2. The driveway connection to Brown St. shall only be used for right-in/right-out access.

ATTACHED EXHIBITS

1. Development Agreement/Ordinance
2. Operational Plan
3. Location Exhibit
4. Site Plan
5. Landscape Plan
6. Elevation/Façade Plan
7. Property Owner Notification Responses

APPLICANT REQUIREMENTS

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

STAFF CONTACT INFORMATION

Prepared by:

Colby Collins

Senior Planner

ccollins@waxahachie.com

Reviewed by:

Shon Brooks, AICP

Director of Planning

sbrooks@waxahachie.com

(18)



Operational Plan

7-Eleven plans to operate a convenience store and gas station at the SWC of Brown St and US Hwy 287 Bypass, Waxahachie, TX 75165. This location will operate 24 hours a day, 7 days a week. There will be eight gas pumps which allows for a maximum of 16 cars to fuel at any given time. The pumps will service both gasoline and diesel vehicles. There will be an average of three employees per shift throughout the day and night.

(18)

Case ZDC-98-2020
 Responses Received Inside Required 200 Notification Area
 Support: 2 Oppose: 1

Property ID	Owner's Name	Acres	Legal Description	Owner's Address	Owner's City	Owner's State	Owner's ZIP	Physical Address
173010	HAYES ALAN J & JANCY M	0.3167	LOT 18 BLK 1 COLONIAL AC 1 .3167 AC	104 APACHE CT	WAXAHACHIE	TX	75185	104 APACHE CT WAXAHACHIE TX 75185
173011	CONANT PAUL F & VADA L	0.3258	LOT 1 COLONIAL AC 1	102 APACHE CT	WAXAHACHIE	TX	75185	102 APACHE CT WAXAHACHIE TX 75185
173012	SMITH GARY D & DAWN	0.301	LOT 20 BLK 1 COLONIAL AC 1 .301 AC	100 APACHE CT	WAXAHACHIE	TX	75185	100 APACHE CT WAXAHACHIE TX 75185
179000	BUFFALO CREEK PLAZA LLC	30.479	6 J B & A ADAMS, 393 J GOOCH 30.479 ACRES	440 GINGERBREAD LN	WAXAHACHIE	TX	75185	8 FM 813 WAXAHACHIE TX 75185
184249	AMERITAI PARTNERSHIP	68.49	393 J GOOCH & 5 J B & A ADAMS 68.49 ACRES	1015 FERRIS AVE	WAXAHACHIE	TX	75185	HIGHWAY 287 WAXAHACHIE TX 75185
193639	WAXAHACHIE ISD	12.397	393 J GOOCH HIGH SCHOOL 12.397 ACRES	411 N GIBSON ST	WAXAHACHIE	TX	75185	1000 N HIGHWAY 77 WAXAHACHIE TX 75185
207721	ROYE FAMILY ENTERPRISES L P	8	1 ROYE ADDN 8 ACRES	1324 BROWN ST # A	WAXAHACHIE	TX	75185	1324 BROWN ST WAXAHACHIE TX 75185
240588	1329 BROWN STREET LLC % HEALTH CARE REIT INC	3.2402	LOT 1 BLK 1 CHAPMAN CORNER 3.2402 AC	4500 DORR ST	TOLEDO	OH	43616	1329 BROWN ST WAXAHACHIE TX 75185
278238	INDIAN DRIVE HOLDINGS LLC	1.187	LOT 2 BLK 1 DENTAL PLACE ADDN 1.187 AC	200 N ELM ST	WAXAHACHIE	TX	75185	101 INDIAN DR WAXAHACHIE TX 75185



(18) Notice of Public Hearing
Case Number: ZDC-96-2020

SMITH GARY D & DAWN
100 APACHE CT
WAXAHACHIE, TX 75165

The Waxahachie Planning & Zoning Commission will hold a Public Hearing on Tuesday, August 11, 2020 at 7:00 p.m. and the Waxahachie City Council will hold a Public Hearing on Monday, August 17, 2020 at 7:00 p.m. in the Council Chamber at the Waxahachie City Hall, 401 South Rogers Street, Waxahachie, Texas to consider the following:

1. Request by Keaton L. Mai, The Dimension Group, for a Specific Use Permit (SUP) for Convenience Store and Gasoline Sales use within a General Retail zoning district located at the SW corner of Brown Street and US Highway 287 (being a portion of Property ID 179000) - Owner: BUFFALO CREEK PLAZA LLC (ZDC-96-2020)

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

Case Number: ZDC-96-2020

City Reference: 173012

Your response to this notification is optional. If you choose to respond, please return this form by 5:00 P.M. on Wednesday, August 5, 2020 to ensure inclusion in the Agenda Packet. Forms can be e-mailed to Planning@Waxahachie.com or you may drop off/mail your form to City of Waxahachie, Attention: Planning, 401 South Rogers Street, Waxahachie, TX 75165.

☐ SUPPORT

☒ OPPOSE

Comments:

See Attachment

Gary Don Smith
Signature

GARY DON SMITH - owner
Printed Name and Title

July 30, 2020
Date

100 Apache Ct. Wax TX
Address

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

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

(18)

Wright, Destiny

From: Gary Smith <garydonsmith47@yahoo.com>
Sent: Thursday, July 30, 2020 2:18 PM
To: Planning@waxahachie.com
Subject: Fw: Case Number: ZDC-96-2020
Attachments: City of Waxahachie20200730_11263520.pdf

Hello,

My name is Gary Don Smith. My wife Dawn and I live at the corner of Brown & Stadium at 100 Apache Ct.

We are opposing this request only because of one major problem that has been going on for the past 10 year's since we have lived at this address. I confronted the city several year's ago about the car accidents at Brown & Stadium but nothing has changed. I would love for the city to go in and count how many car accidents have occurred at the corner of **Brown & Stadium** even for the past (5) five year's. I think you will be very surprised with those figures????? Luckily there hasn't been any children hurt (that we are aware of) that have walked to and from school over the year's.

No matter what (Convenient Store or Shopping Center) - will cause another problem at **Stadium, Brown and Indian.**

This is our issue:

I would think that the city will be opening up **Indian & Brown** at the traffic light in order for the traffic to go straight into the new parking lot of Buffalo Creek? At that same traffic light, I would also think the city would add a left turn signal for patrons wanting to turn left out of Buffalo Creek towards downtown, which will work great.

But, for the patrons turning right out of the Buffalo Creek parking lot on to Brown will conflict with the **Stadium** street traffic trying to turn left on to **Brown**. Every single accident over the year's has been caused by people trying to turn left from **Stadium** on to **Brown**, especially bad for morning and evening traffic, not counting when school starts back up.

To sum it all up, we would not care *if this traffic situation could be resolved*. We do not want to stop anyone from opening a business. A good thought for this is, I do believe that a convenient store with gas pumps at Brown and Indian would more than likely take some of the busy traffic off of Hwy 77. So that would be a good thing for Waxahachie!

Warm regards,

Gary & Dawn Smith

-GD SMG-
Gary Don Smith Music Group
100 Apache Ct.
Waxahachie, TX 75165
214-399-3417 * garydonsmith47@yahoo.com



(18)

RECEIVED
8/11/20

City of Waxahachie, Texas
Notice of Public Hearing
Case Number: ZDC-96-2020



BUFFALO CREEK PLAZA LLC
440 GINGERBREAD LN
WAXAHACHIE, TX 75165

The Waxahachie Planning & Zoning Commission will hold a Public Hearing on Tuesday, August 11, 2020 at 7:00 p.m. and the Waxahachie City Council will hold a Public Hearing on Monday, August 17, 2020 at 7:00 p.m. in the Council Chamber at the Waxahachie City Hall, 401 South Rogers Street, Waxahachie, Texas to consider the following:

1. Request by Keaton L. Mai, The Dimension Group, for a Specific Use Permit (SUP) for Convenience Store and Gasoline Sales use within a General Retail zoning district located at the SW corner of Brown Street and US Highway 287 (being a portion of Property ID 179000) - Owner: BUFFALO CREEK PLAZA LLC (ZDC-96-2020)

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

Case Number: ZDC-96-2020

City Reference: 179000

Your response to this notification is optional. If you choose to respond, please return this form by 5:00 P.M. on *Wednesday, August 5, 2020* to ensure inclusion in the Agenda Packet. Forms can be e-mailed to Planning@Waxahachie.com or you may drop off/mail your form to City of Waxahachie, Attention: Planning, 401 South Rogers Street, Waxahachie, TX 75165.

☒ SUPPORT

☐ OPPOSE

Comments:

Joe Rust

Signature

Joe Rust, owner
Printed Name and Title

8-4-20

Date

440 Gingerbread Ln.
Address
Waxahachie, TX 75165

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

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



(18)

City of Waxahachie, Texas
Notice of Public Hearing
Case Number: ZDC-96-2020

RECEIVED
8/5/20

INDIAN DRIVE HOLDINGS LLC
200 N ELM ST
WAXAHACHIE, TX 75165

The Waxahachie Planning & Zoning Commission will hold a Public Hearing on Tuesday, August 11, 2020 at 7:00 p.m. and the Waxahachie City Council will hold a Public Hearing on Monday, August 17, 2020 at 7:00 p.m. in the Council Chamber at the Waxahachie City Hall, 401 South Rogers Street, Waxahachie, Texas to consider the following:

1. Request by Keaton L. Mai, The Dimension Group, for a Specific Use Permit (SUP) for Convenience Store and Gasoline Sales use within a General Retail zoning district located at the SW corner of Brown Street and US Highway 287 (being a portion of Property ID 179000) - Owner: BUFFALO CREEK PLAZA LLC (ZDC-96-2020)

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

Case Number: ZDC-96-2020

City Reference: 278239

Your response to this notification is optional. If you choose to respond, please return this form by 5:00 P.M. on *Wednesday, August 5, 2020* to ensure inclusion in the Agenda Packet. Forms can be e-mailed to Planning@Waxahachie.com or you may drop off/mail your form to City of Waxahachie, Attention: Planning, 401 South Rogers Street, Waxahachie, TX 75165.

☒ SUPPORT

☐ OPPOSE

Comments:

Mark Singleton
Signature

8/4/20
Date

Mark Singleton
Printed Name and Title

200 N. Elm St Waxahachie
Address
TX 75165

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

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

(19)

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING A SPECIFIC USE PERMIT (SUP) TO PERMIT A CONVENIENCE STORE WITH GASOLINE SALES USE WITHIN A GENERAL RETAIL (GR) ZONING DISTRICT, LOCATED AT THE SOUTHWEST CORNER OF BROWN STREET AND U.S. HIGHWAY 287, PROPERTY ID 179000, BEING ABSTRACT 5 OF THE JB & A ADAMS SURVEY AND ABSTRACT 393 OF THE J GOOCH SURVEY, IN THE CITY OF WAXAHACHIE, ELLIS COUNTY, TEXAS, AND ORDERING THE CHANGING OF THE ZONING MAP THEREOF IN ACCORDANCE WITH SAID CHANGE.

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

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

WHEREAS, the described property is classified in said ordinance and any amendments thereto as GR; and

WHEREAS, a proper application for an SUP has been made in accordance with the zoning ordinances in the City of Waxahachie and said application has been assigned case number ZDC-96-2020. Said application having been referred to the Planning and Zoning (P&Z) Commission was recommended by the P&Z Commission for approval and the issuance thereof; and

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

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

NOW, THEREFORE, this property is rezoned from GR to GR, with an SUP in order to permit a Convenience Store with Gasoline Sales use on the following property: Abstract 5 of the JB & A Adams Survey and Abstract 393 of the J Gooch Survey, which is shown on Exhibit A, Site Plan attached as Exhibit B, Landscape Plan attached as Exhibit C, and the Elevation/Façade Plan attached as Exhibit D.

SPECIFIC USE PERMIT

Purpose and Intent

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

(19)

Specific Use Permit

FOR OPERATION OF A SPECIFIC USE PERMIT FOR A CONVENIENCE STORE WITH GASOLINE SALES USE IN THE GENERAL RETAIL (GR) DISTRICT; the following standards and conditions are hereby established as part of this ordinance:

1. The site plan shall conform as approved by the City Council under case number ZDC-96-2020.
2. The development shall adhere to the City Council approved in Exhibit A- Location Exhibit, Exhibit B – Site Plan, Exhibit C - Landscape Plan, Exhibit D – Elevation/Façade Plan, and Operational Plan.
3. Per the applicant's request, a Development Agreement will be required for the property.
4. The driveway connection to Brown St. shall only be used for right-in/right-out access.
5. The development shall maintain compliance with all Federal, State and Local regulations; including, but not necessarily limited to, all applicable standards and regulations of the City of Waxahachie Municipal Code and City of Waxahachie Zoning Ordinance.
6. If approved, the City Council shall have the right to review the Specific Use Permit after 12-months if needed.

Compliance

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

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

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

PASSED, APPROVED AND ADOPTED on this 17th day of August, 2020.

MAYOR

(19)

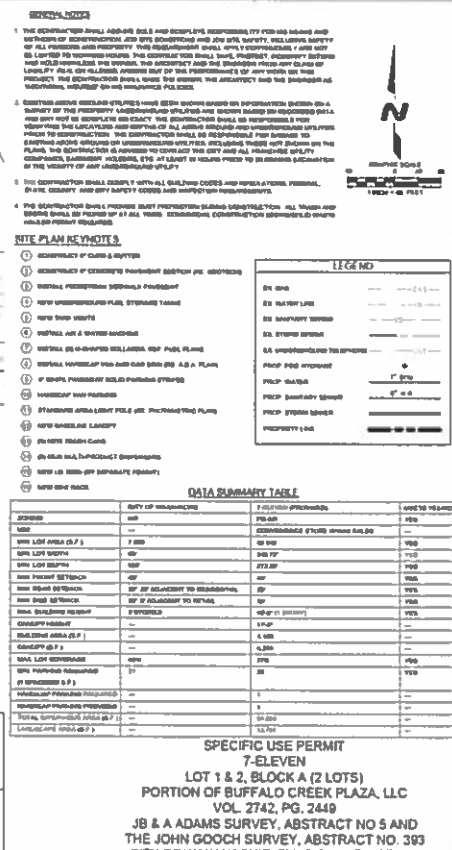
ATTEST:

City Secretary

(19)



(19)



ENGINEER
THE DOWLING GROUP
10001 SANDHILL, MCAL
DALLAS, TX 75226
PHONE: (214) 343-9400
CONTACT: KATHY BOAL

July 28, 2020


2D DIMENSION GROUP
 10000, rue de la Vallée, 10000, Québec, Québec, Canada H3V 2E9
 Téléphone: (514) 381-1234, Fax: (514) 381-1235
 E-mail: info@2ddimension.com

C3.0

IRRIGATION CONCEPT

1. ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE CITY OF LOS ANGELES PLANTING SPECIFICATIONS.
2. THE PLANTING SHALL BE DONE IN ACCORDANCE WITH THE CITY OF LOS ANGELES PLANTING SPECIFICATIONS.
3. THE PLANTING SHALL BE DONE IN ACCORDANCE WITH THE CITY OF LOS ANGELES PLANTING SPECIFICATIONS.
4. THE PLANTING SHALL BE DONE IN ACCORDANCE WITH THE CITY OF LOS ANGELES PLANTING SPECIFICATIONS.
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9. THE PLANTING SHALL BE DONE IN ACCORDANCE WITH THE CITY OF LOS ANGELES PLANTING SPECIFICATIONS.
10. THE PLANTING SHALL BE DONE IN ACCORDANCE WITH THE CITY OF LOS ANGELES PLANTING SPECIFICATIONS.

PLANT SCHEDULE

	DATE	REV	DESCRIPTION / COMMENTS	QTY	UNIT	PRICE
1	03	1	Carpet installation Master Bedroom	9.00	S P L. 10-0000	0.10
2	07	1	Refrigerator purchase Kitchen Area	0.00	P 1st	00.00
3	08	0	Magnetic pendulum 1/2" dia Steel Building	1" dia	000	0.00 100
4	09	0	Refrigerator Master Bedroom	0000	S P L.	10.00 000
5	10	0	Refrigerator Master Bedroom	0" dia	000	10.00
6	11	0	Refrigerator Master Bedroom	0" dia	000	10.00
7	12	0	Refrigerator Master Bedroom	0" dia	000	10.00
8	13	0	Refrigerator Master Bedroom	0" dia	000	10.00
9	14	0	Refrigerator Master Bedroom	0" dia	000	10.00
10	15	0	Refrigerator Master Bedroom	0" dia	000	10.00
11	16	0	Refrigerator Master Bedroom	0" dia	000	10.00
12	17	0	Refrigerator Master Bedroom	0" dia	000	10.00
13	18	0	Refrigerator Master Bedroom	0" dia	000	10.00
14	19	0	Refrigerator Master Bedroom	0" dia	000	10.00
15	20	0	Refrigerator Master Bedroom	0" dia	000	10.00
16	21	0	Refrigerator Master Bedroom	0" dia	000	10.00
17	22	0	Refrigerator Master Bedroom	0" dia	000	10.00
18	23	0	Refrigerator Master Bedroom	0" dia	000	10.00
19	24	0	Refrigerator Master Bedroom	0" dia	000	10.00
20	25	0	Refrigerator Master Bedroom	0" dia	000	10.00
21	26	0	Refrigerator Master Bedroom	0" dia	000	10.00
22	27	0	Refrigerator Master Bedroom	0" dia	000	10.00
23	28	0	Refrigerator Master Bedroom	0" dia	000	10.00
24	29	0	Refrigerator Master Bedroom	0" dia	000	10.00
25	30	0	Refrigerator Master Bedroom	0" dia	000	10.00
26	31	0	Refrigerator Master Bedroom	0" dia	000	10.00
27	32	0	Refrigerator Master Bedroom	0" dia	000	10.00
28	33	0	Refrigerator Master Bedroom	0" dia	000	10.00
29	34	0	Refrigerator Master Bedroom	0" dia	000	10.00
30	35	0	Refrigerator Master Bedroom	0" dia	000	10.00
31	36	0	Refrigerator Master Bedroom	0" dia	000	10.00
32	37	0	Refrigerator Master Bedroom	0" dia	000	10.00
33	38	0	Refrigerator Master Bedroom	0" dia	000	10.00
34	39	0	Refrigerator Master Bedroom	0" dia	000	10.00
35	40	0	Refrigerator Master Bedroom	0" dia	000	10.00
36	41	0	Refrigerator Master Bedroom	0" dia	000	10.00
37	42	0	Refrigerator Master Bedroom	0" dia	000	10.00
38	43	0	Refrigerator Master Bedroom	0" dia	000	10.00
39	44	0	Refrigerator Master Bedroom	0" dia	000	10.00
40	45	0	Refrigerator Master Bedroom	0" dia	000	10.00
41	46	0	Refrigerator Master Bedroom	0" dia	000	10.00
42	47	0	Refrigerator Master Bedroom	0" dia	000	10.00
43	48	0	Refrigerator Master Bedroom	0" dia	000	10.00
44	49	0	Refrigerator Master Bedroom	0" dia	000	10.00
45	50	0	Refrigerator Master Bedroom	0" dia	000	10.00
46	51	0	Refrigerator Master Bedroom	0" dia	000	10.00
47	52	0	Refrigerator Master Bedroom	0" dia	000	10.00
48	53	0	Refrigerator Master Bedroom	0" dia	000	10.00
49	54	0	Refrigerator Master Bedroom	0" dia	000	10.00
50	55	0	Refrigerator Master Bedroom	0" dia	000	10.00
51	56	0	Refrigerator Master Bedroom	0" dia	000	10.00
52	57	0	Refrigerator Master Bedroom	0" dia	000	10.00
53	58	0	Refrigerator Master Bedroom	0" dia	000	10.00
54	59	0	Refrigerator Master Bedroom	0" dia	000	10.00
55	60	0	Refrigerator Master Bedroom	0" dia	000	10.00
56	61	0	Refrigerator Master Bedroom	0" dia	000	10.00
57	62	0	Refrigerator Master Bedroom	0" dia	000	10.00
58	63	0	Refrigerator Master Bedroom	0" dia	000	10.00
59	64	0	Refrigerator Master Bedroom	0" dia	000	10.00
60	65	0	Refrigerator Master Bedroom	0" dia	000	10.00
61	66	0	Refrigerator Master Bedroom	0" dia	000	10.00
62	67	0	Refrigerator Master Bedroom	0" dia	000	

Exhibit C - Landscape Plan

IRRIGATION CONCEP'T

- [illegible]

ROOT BARRIERS

[illegible]

MAX 604 9
ARTICLE 604, P.L. 1997-10

[illegible]

AMTORG NOTICE TO CONTRACTORS

[illegible]

GENERAL GRADING AND PLANTING NOTES:

- [illegible]

LANDSCAPE CALCULATIONS

[illegible]

7 ELEVON STORE #1015411
US HIGHWAY 287 & BROWN STREET
WINDYBACH, TEXAS 77980

LANDSCAPE PLAN

Scale 1" = 20'

EVERGREEN
LAND GROUP
9500-04-002
9500 South Loop West, Suite 200
Houston, TX 77054
Phone: 281-833-3333
Fax: 281-833-3333

LP-1

Exhibit C - Landscape Plan

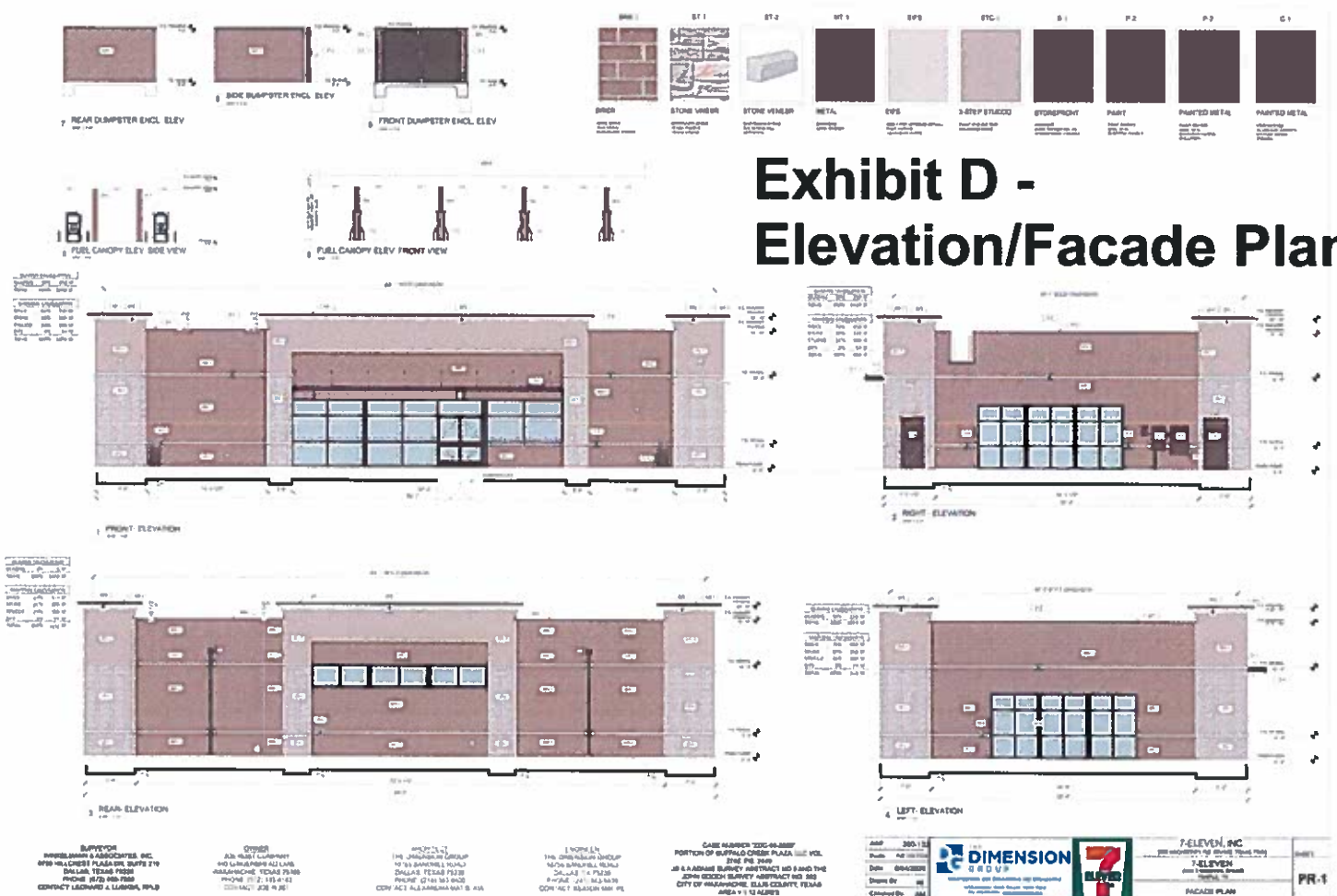
[illegible]

LP-2

LF-2

(19)

Exhibit D - Elevation/Facade Plan



(20)

STATE OF TEXAS § DEVELOPMENT AGREEMENT
 § FOR 7-ELEVEN
COUNTY OF ELLIS §

This Development Agreement for 7-Eleven ("Agreement") is entered into between Prudent Development ("PD") and the City of Waxahachie, Texas ("City"). PD and the City are sometimes referred herein together as the "Parties" and individually as a "Party."

Recitals:

1. PD is the owner of approximately 2.25 acres of real property generally located at the Southwest corner of Brown Street and US Highway 287, Parcel Number 179000, in the City of Waxahachie, Texas (the "Property"), for which the applicant has requested a change in the Property's General Retail to General Retail with Specific Use Permit ("SUP") zoning, revising specific development standards. The Property is currently zoned General Retail by the City, and is anticipated to have the SUP reviewed on August 17, 2020.

2. The planned use of the Property is to create a Specific Use Permit to allow for the development of a convenience store with gasoline sale (7-Eleven). The SUP process is utilized to ensure that the Property would develop in a manner that meets the City's desired development standards, as well as providing PD with agreed-upon and negotiated standards consistent with their business objectives.

3. As is reflected by the public records of the City, significant discussions and negotiations between representatives of PD and the City of Waxahachie staff have occurred during various meetings, in an effort to obtain an agreed-upon and negotiated set of zoning and development standards to be reflected in the SUP zoning amendment **Ordinance No. (TBD)** (the "7-Eleven SUP Ordinance"), a copy of which is attached hereto as *Exhibit A* and which contains the negotiated zoning and development standards for 7-Eleven.

4. This Agreement seeks to incorporate the negotiated and agreed upon zoning and development standards contained in the 7-Eleven SUP Ordinance as contractually-binding obligations between the City of Waxahachie and PD, and to recognize PD's reasonable investment-backed expectations in the 7-Eleven SUP Ordinance and the planned development of 7-Eleven.

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

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

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

(26)

Section 3. Agreements. The Parties agree as follows:

Incorporation of Zoning and Recognition of Investment-Backed Expectations: The negotiated and agreed upon zoning and development standards contained in the 7-Eleven SUP Ordinance, which incorporate by reference the general zoning regulations of the City of Waxahachie zoning ordinance, are hereby adopted and incorporated into this Agreement as contractually-binding obligations of the Developer.

The Developer agrees to:

- (A) The site plan shall conform as approved by the City Council under case number ZDC-96-2020.
- (B) The driveway connection to Brown St. shall only be used for right-in/right-out access. The developer shall install a median on the driveway to prevent left turn in and out of the site.
- (C) Business operations shall be consistent with the Operational Plan.
- (D) The development shall maintain compliance with all Federal, State and Local regulations; including, but not necessarily limited to, all applicable standards and regulations of the City of Waxahachie Municipal Code and City of Waxahachie Zoning Ordinance.

In consideration of PD's agreement in this regard, the City of Waxahachie agrees that PD has reasonable investment-backed expectations in the 7-Eleven SUP Ordinance, and that the City of Waxahachie may not unilaterally change the zoning and development standards contained in the 7-Eleven SUP Ordinance without impacting PD's reasonable investment-backed expectations.

Section 4. Miscellaneous

A. This Agreement and any dispute arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without reference to its conflict of law rules. In the event of any dispute or action under this Agreement, venue for any and all disputes or actions shall be instituted and maintained in Ellis County, Texas.

B. It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create a partnership, joint venture, joint enterprise, or other relationship between or among the Parties.

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

(20)

D. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by either Party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the Parties may have by law statute, ordinance, or otherwise. The failure by any Party to exercise any right, power, or option given to it by this Agreement, or to insist upon strict compliance with the terms of this Agreement, shall not constitute a waiver of the terms and conditions of this Agreement with respect to any other or subsequent breach thereof, nor a waiver by such Party of its rights at any time thereafter to require exact and strict compliance with all the terms hereof. Any rights and remedies any Party may have with respect to the other arising out of this Agreement shall survive the cancellation, expiration or termination of this Agreement, except as otherwise expressly set forth herein.

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

F. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the parties, pertaining to a period of time following the termination or expiration of this Agreement shall survive termination or expiration.

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

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

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

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

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

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

(20)

{Signature Pages Follow}

(20)

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

CITY OF WAXAHACHIE, TEXAS

By: _____
Michael Scott, City Manager

Date: _____

ATTEST:

By: _____
City Secretary

: Prudent Development

By: _____

Date: _____

(20)

STATE OF TEXAS §
 §
COUNTY OF ELLIS §

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

[Seal]

By: _____
Notary Public, State of Texas

My Commission Expires: _____

STATE OF TEXAS §
 §
COUNTY OF ELLIS §

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

[Seal]

By: _____
Notary Public, State of Texas

My Commission Expires: _____



Memorandum

To: Honorable Mayor and City Council

From: Shon Brooks, Director of Planning

Thru: Michael Scott, City Manager

Date: August 12, 2020

Re: ZDC-87-2020 – The Wash on Brown St. (Screen Wall)

At the August 12, 2020 Planning and Zoning meeting, the Commission voted 4-0 to continue case number ZDC-87-2020 to the August 25, 2020 Planning and Zoning Commission meeting agenda, and the September 8, 2020 City Council meeting agenda.

(23)

Planning & Zoning Department

Zoning Staff Report

Case: ZDC-88-2020



MEETING DATE(S)

Planning & Zoning Commission: August 11, 2020

City Council: August 17, 2020

ACTION SINCE INITIAL STAFF REPORT

At the Planning & Zoning Commission meeting, held August 11, 2020, the Commission voted 4-0 to recommend approval of case number ZDC-88-2020, subject to staff comments.

CAPTION

Public Hearing on a request by Ryan Morrow for a Specific Use Permit (SUP) for Trailer or Truck Sales or Rental use within a General Retail zoning district located at 3480 S Interstate 35 (Property ID 179036) - Owner: MORRIS COX (ZDC-88-2020)

APPLICANT REQUEST

The applicant is requesting to use an existing vacant building, located at 3480 S. Interstate 35, as a Truck Sales and Fleet Center.

CASE INFORMATION

Applicant: Ryan Morrow, Classic Truck Sales

Property Owner(s): Morris G. Cox

Site Acreage: 3.11 acres

Current Zoning: General Retail

Requested Zoning: General Retail w/ SUP

SUBJECT PROPERTY

General Location: 3480 S. IH-35

Parcel ID Number(s): 179036

Existing Use: Vacant Building (Former Nexus Emergency Group)

Development History: N/A

(23)

Table 1: Adjoining Zoning & Uses

Direction	Zoning	Current Use
North	N/A	Interstate Highway 35 Service Road
East	GR	National Wholesale Supply Waxahachie
South	FD	Ellis County Area Engineer and Maintenance Facility
West	GR	Undeveloped Land

Future Land Use Plan:

Mixed Use Nonresidential

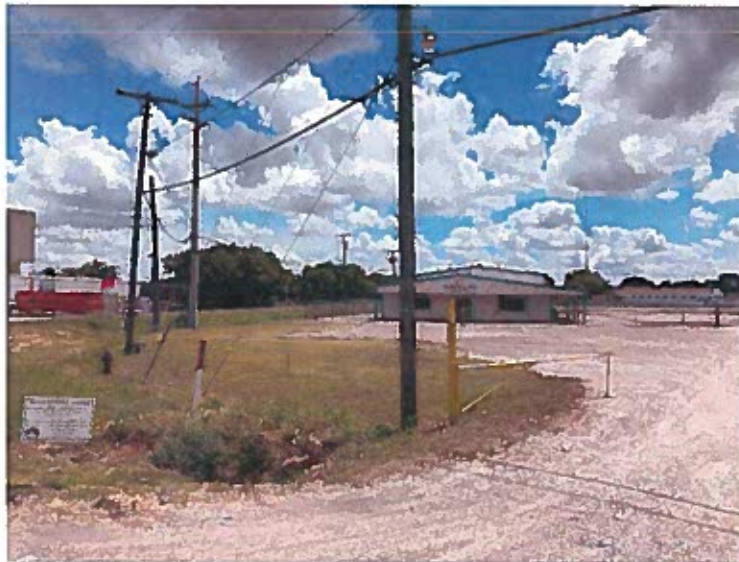
Comprehensive Plan:

Similar to Mixed Use Residential, land designated with this land use are intended for a mixture of nonresidential and residential uses. The only difference would be that Mixed Use Nonresidential has a greater percentage of nonresidential components than residential. Specifically, 80 percent of the acreage or square footage of proposed developments are required to be nonresidential with the remaining 20 percent of the acreage or square footage allocated to residential. Southlake's Town Center is an example of Nonresidential Mixed Use.

Thoroughfare Plan:

The subject property is accessible via Interstate Highway 35E service road.

Site Image:



PLANNING ANALYSIS

Purpose of Request:

The applicant is requesting to use an existing vacant building, located at 3480 S. Interstate 35, as a Truck Sales and Fleet Center.

Proposed Use:

The applicant, Classic Truck Sales, intends to move its existing business from Dallas to the City of Waxahachie to continue to operate as Truck Sales and Fleet Center. Per the Operational Plan, the

(23)

applicant intends to buy (wholesale) slightly used trucks and remarket them to various markets across the US. The main source of buyer will be internet based, in which trucks are sold to various markets paid for and delivered without ever even coming to the facility. The applicant also intends to keep some equipment on the property for inspection by the buyer, or for local representation.

The proposed business will consists of five (5) employees and will have business hours of 8 a.m. to 5 p.m. Monday thru Friday with closures on all major holidays.

The applicant has agreed to provide the following enhancements to the site:

- Concrete in the front portion of the property
- Additional landscaping along the side and front of the property
- Ornamental iron along the front and side(s) of the front portion of the property

No trucks will be allowed on the property prior to the completion of site enhancements. Staff requires that all enhancements to the site be completed within six (6) months from the City Council approval date.

PUBLIC NOTIFICATIONS

To comply with State law contained in Local Government Code Chapter 211 and the City's public hearing notice requirements, 7 notices were mailed to property owners within 200 feet of the request. In addition, a notice was published in the Waxahachie Sun and a sign was visibly posted at the property.

PROPERTY OWNER NOTIFICATION RESPONSES

Staff has received one (1) letter of support for the proposed development.

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. All required enhancements must be completed on the site before any trucks are allowed to be displayed on the subject property.
 2. Staff requires that all enhancements to the site be completed within six (6) months from the City Council approval date.

ATTACHED EXHIBITS

1. Ordinance
2. Operational Plan
3. Location Exhibit
4. Site Plan
5. Property Owner Notification Responses

APPLICANT REQUIREMENTS

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

STAFF CONTACT INFORMATION

Prepared by:
Colby Collins
Senior Planner
ccollins@waxahachie.com

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

(23)

Case ZDC-88-2020
Responses Received Inside Required 2007 Notification Area
Support 1 Oppose 0

Property ID	Owner's Name	Acreage	Legal Description	Owner's Address	Owner's City	Owner's State	Owner's ZIP	Physical Address
179038	COX MORRIS S	3.11	0 J C ARMSTRONG 3.11 ACRES	6802 ELLSWORTH AVE.	DALLAS	TX	75214	3488 S INTERSTATE 35 WAXAHACHE TX 75185
179106	GAR CAPITAL PROPERTIES LLC	11.93	0 J C ARMSTRONG 11.93 ACRES	887 YELLOWSTONE DR	MANFELD	TX	78063	INTERSTATE 35 WAXAHACHE TX 75185
179108	LANDRE RO KENNETH & HELEN	1.885	0 J C ARMSTRONG 1.885 ACRES	PO BOX 852	MELOTHERAN	TX	78065	3500 S INTERSTATE 35 WAXAHACHE TX 75185
184652	PLEASANT BANCOR SENIOR CARE LLC C/O GRANITE INVESTMENTS	4.859	430 J HARRIS 4.859 ACRES	2 PARK PLZ STE 800	IRVINE	CA	92614	3850 S INTERSTATE 35 WAXAHACHE TX 75185
187040	DYN HOLDINGS LTD	2.7	850 T LOBAR 2.7 ACRES	1550 BUENA VISTA	WAXAHACHE	TX	75187	FM 878 WAXAHACHE TX 75187
190475	ESTERS FAMILY LTD PINS	303.982	950 WM STEWART & 651 T LOBAR & 430 J HARRIS 303.982 ACRES	5315 S DENTWOOD DR	DALLAS	TX	75228	S INTERSTATE 35 WAXAHACHE TX 75185
190837	TEXAS STATE OF HIGHWAY DEPT	7.37	0 J C ARMSTRONG 7.37 ACRES	124 FM 878	WAXAHACHE	TX	75187	FM 878 WAXAHACHE TX 75187



(23)

City of Waxahachie, Texas
Notice of Public Hearing
Case Number: ZDC-88-2020

COX MORRIS G
6902 ELLSWORTH AVE
DALLAS, TX 75214

The Waxahachie Planning & Zoning Commission will hold a Public Hearing on Tuesday, August 11, 2020 at 7:00 p.m. and the Waxahachie City Council will hold a Public Hearing on Monday, August 17, 2020 at 7:00 p.m. in the Council Chamber at the Waxahachie City Hall, 401 South Rogers Street, Waxahachie, Texas to consider the following:

1. Request by Ryan Morrow for a Specific Use Permit (SUP) for Trailer or Truck Sales or Rental use within a General Retail zoning district located at 3480 S Interstate 35 (Property ID 179036) - Owner: MORRIS COX (ZDC-88-2020)

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

Case Number: ZDC-88-2020

City Reference: 179036

Your response to this notification is optional. If you choose to respond, please return this form by 5:00 P.M. on Wednesday, August 5, 2020 to ensure inclusion in the Agenda Packet. Forms can be e-mailed to Planning@Waxahachie.com or you may drop off/mail your form to City of Waxahachie, Attention: Planning, 401 South Rogers Street, Waxahachie, TX 75165.

☒ SUPPORT

☐ OPPOSE

Comments:

This type business is compatible with TX Hwy Dept which is a neighbor + also the businesses across I-35. It would create more activity, sales tax, etc for city. Check out their present location on south I-35 + see its clean, well-maintained operation
Morris G. Cox
7-27-20

Signature

Date

MORRIS G Cox - Prop. Owner
Printed Name and Title

6902 Ellsworth Ave
Address
Dallas, TX 75214

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

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

(24)

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING A SPECIFIC USE PERMIT (SUP) TO PERMIT A TRAILER OR TRUCK SALES OR RENTAL (TRUCK DEALERSHIP) USE WITHIN A GENERAL RETAIL (GR) ZONING DISTRICT, LOCATED AT 3480 S. INTERSTATE HIGHWAY 35, BEING PROPERTY ID 179036, IN THE CITY OF WAXAHACHIE, ELLIS COUNTY, TEXAS, BEING ABSTRACT 6 OF THE JC ARMSTRONG SURVEY, AND ORDERING THE CHANGING OF THE ZONING MAP THEREOF IN ACCORDANCE WITH SAID CHANGE.

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

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

WHEREAS, the described property is classified in said ordinance and any amendments thereto as GR; and

WHEREAS, a proper application for an SUP has been made in accordance with the zoning ordinances in the City of Waxahachie and said application has been assigned case number ZDC-88-2020. Said application having been referred to the Planning and Zoning (P&Z) Commission was recommended by the P&Z Commission for approval and the issuance thereof; and

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

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

NOW, THEREFORE, this property is rezoned from GR to GR, with an SUP in order to permit a Trailer or Truck Sales or Rental (Truck Dealership) use on the following property: Abstract 6 of the JC Armstrong Survey, which is shown on Exhibit A, and the Site Plan attached as Exhibit B.

SPECIFIC USE PERMIT

Purpose and Intent

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

(54)

Specific Use Permit

FOR OPERATION OF A SPECIFIC USE PERMIT FOR A TRAILER OR TRUCK SALES OR RENTAL (TRUCK DEALERSHIP) USE IN THE GENERAL RETAIL (GR) DISTRICT; the following standards and conditions are hereby established as part of this ordinance:

1. The site plan shall conform as approved by the City Council under case number ZDC-88-2020.
2. The development shall adhere to the City Council approved in Exhibit A- Location Exhibit, Exhibit B – Site Plan, and Operational Plan.
3. Per the Site Plan, enhancements to the site shall consist of the applicant/owner providing:
 - Concrete in the front portion of the property
 - Forty-nine (49) Crape Myrtle shrubs along the side and front of the property
 - Six (6ft.) ornamental iron along the front and side(s) of the front portion of the
4. All required enhancements must be completed on the site before any trucks are allowed to be displayed on the subject property.
5. All required enhancements to the site shall be completed within six (6) months of the City Council approval date.
6. The development shall maintain compliance with all Federal, State and Local regulations; including, but not necessarily limited to, all applicable standards and regulations of the City of Waxahachie Municipal Code and City of Waxahachie Zoning Ordinance.
7. If approved, the City Council shall have the right to review the Specific Use Permit after 12-months if needed.

Compliance

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

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

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

PASSED, APPROVED AND ADOPTED on this 17th day of August, 2020.

(24)

MAYOR

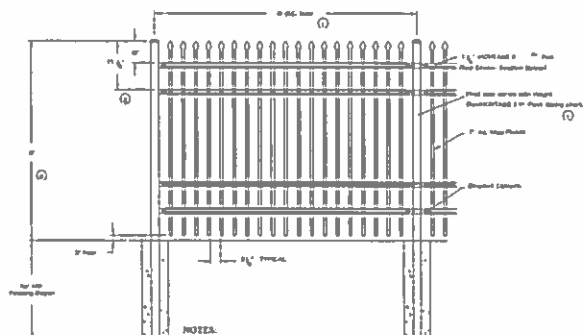
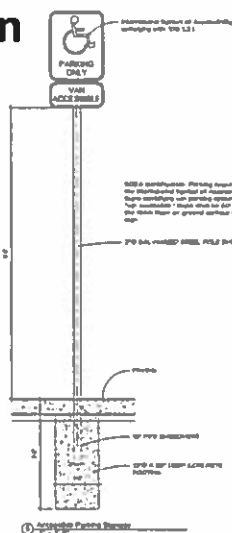
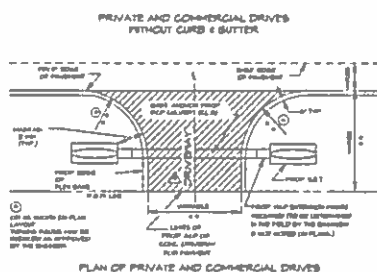
ATTEST:

City Secretary

(24)



Exhibit B - Site Plan



NOTES

- [illegible]

www.southcoasttoday.com
 708-661-7700
 708-661-7700
 708-661-7700
 708-661-7700

NDP Funding Source

With several car and car parking spaces and many other facilities, the hotel is the perfect place to stay for a relaxing holiday or a business trip. The hotel is also a great place to stay for a family holiday. The hotel is a great place to stay for a family holiday. The hotel is a great place to stay for a family holiday.

REGULATIONS Every parking space or license area is well marked for correct parking and all license holders must be conversant with the regulations that apply to the city of Dallas and the state of Texas.

REGULATIONS Every parking space and all license areas are well marked for correct parking and all license holders must be conversant with the regulations that apply to the city of Dallas and the state of Texas.

WARNING: The parking space will be provided to the vehicle (and not the person) who has a valid permit at the venue (and not the person).

Figure 10: 3 views of Porcupine Spikes
Figure 11: 3 views of Porcupine Spikes

ՀԱՅԿԱՆ ԻՐԱՆ Ի ՀԱՅԿԱՆ ՀԱՅՏԱՆԻ ԿՈՄՄՈՆԻՍՏԱԿԱՆ ԿՈՆԳՐԵՍՍԻ ՄԱՍԻՆ

Figure 502.3 Parking Space Analysis, 2000

TABLE 2 Large Amino acids that form the left half of the genetic alphabet (Fig. 1a)

February 1982. The volume and matter of meeting are not controlled by the state representative but are controlled by the state or local law or regulation. These regulations are not the same as the regulations of the state or local law or regulation.

የገንዘብ አጠቃቀም: የገንዘብ አጠቃቀም የሚለው ማለት የሥራ ስራ ለማድረግ የሚያስፈልገውን የገንዘብ ሥጦታ ማሳተፍ ነው።

Admiral WILSON, London, Wednesday. The Admiralty are working at the Admiralty base at sea, they are absolutely blind and cannot see the ship and it is very difficult to keep the ship steady. They are not at the Admiralty base and are not at the Admiralty base. The ship is not at the Admiralty base and is not at the Admiralty base.

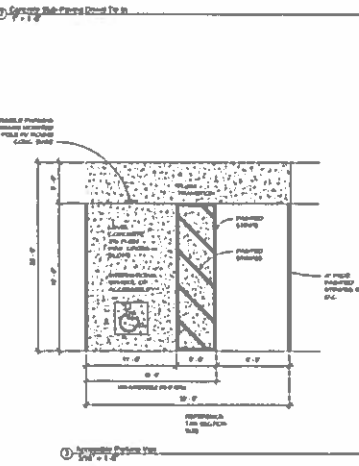
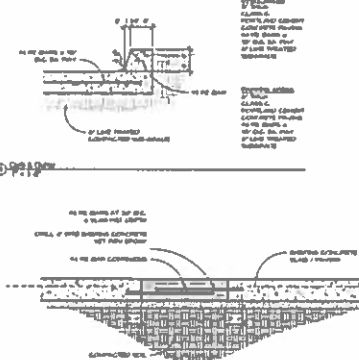
[illegible][illegible]

With virtual Live and Party users for now and many more expected to launch later this year, we'll provide a detailed analysis of the market in the coming months.

[illegible]

...and the fact that the...
...and the fact that the...
...and the fact that the...

UNIT 1 Introduction by Benjamin Franklin, George Washington and James Madison

[illegible]④ Signature _____
Date _____[illegible]

(25)

Planning & Zoning Department

Zoning Staff Report

Case: ZDC-91-2020



MEETING DATE(S)

Planning & Zoning Commission: August 11, 2020

City Council: August 17, 2020

ACTION SINCE INITIAL STAFF REPORT

At the Planning & Zoning Commission meeting, held August 11, 2020, the Commission voted 3-1 to recommend approval of case number ZDC-91-2020, as presented by the applicant.

CAPTION

Public Hearing on a request by Clay Cristy, Claymoore Engineering, for a Specific Use Permit (SUP) for Pole Sign use within a Light Industrial-1 zoning district located at the SW corner of FM 66 and Interstate 35E (Property ID 174460) - Owner: DML LAND LLC (ZDC-91-2020)

CASE HISTORY

At the City Council meeting, held February 17, 2020, City Council voted 4-1 to approve a drive through establishment (ZDC-000004-2020 - McDonald's), and required the applicant to submit a separate sign package as a separate case for review to city staff.

APPLICANT REQUEST

The applicant is requesting approval for a Specific Use Permit of a Sign Plan for a McDonald's Drive Through Establishment.

CASE INFORMATION

Applicant: Clay Cristy, Claymoore Engineering

Property Owner(s): Michael Lyle, DML Land

Site Acreage: 1.43 acres

Current Zoning: Light Industrial-1

Requested Zoning: Light Industrial-1 with SUP

SUBJECT PROPERTY

General Location: SW corner of FM 66 and Interstate 35E

Parcel ID Number(s): 174460

Existing Use: Currently Undeveloped

Development History: N/A

Table 1: Adjoining Zoning & Uses

Direction	Zoning	Current Use
North	LI1 & GR	Shell Gas Station/Sonic Drive-In
East	GR	Exxon Gas Station
South	LI1	Currently Undeveloped
West	LI1	Estes Electric

Future Land Use Plan:**Mixed Use Non-Residential*****Comprehensive Plan:***

Similar to Mixed Use Residential, land designated with this land use are intended for a mixture of nonresidential and residential uses. The only difference would be that Mixed Use Nonresidential has a greater percentage of nonresidential components than residential. Specifically, 80 percent of the acreage or square footage of proposed developments are required to be nonresidential with the remaining 20 percent of the acreage or square footage allocated to residential. Southlake's Town Center is an example of Nonresidential Mixed Use.

Thoroughfare Plan:

The subject property is accessible FM 66 and a future proposed roadway by the developer.

Site Image:

PLANNING ANALYSIS**Purpose of Request:**

The applicant is requesting approval for a Specific Use Permit of a Sign Plan for a McDonald's Drive Through Establishment (*per City Council request*).

Proposed Use:

The proposed development includes a 6,003 sq. ft. building that will operate as a quick service restaurant with a drive through. The proposed development will comprise of indoor dining and a children's play area. Per the Operational Plan, the restaurant will be open 24 hours, Sunday-Saturday.

Signage:

Per the original submittal, the applicant proposed a pole sign at the Northeast corner of the subject property. After Council requested that the applicant submit a separate sign package as a separate case for review to city staff, the applicant provided a new sign plan that displays a new pole sign (75 ft.) location as well as a monument sign located along the northwest boundary of the property.

DEVELOPMENT STANDARDS

Table 2 evaluates the dimensional standards for the proposed development (*as approved by City Council 02/17/2020*).

Table 2: Proposed Development Standards (Light Industrial-1)

Standard	City of Waxahachie	McDonald's	Meets Yes/No
Min. Lot Area	7,000 sq. ft.	1.43 acres	Yes
Front Setback	40 ft.	66.7 ft.	Yes
Rear Setback	30 ft.	196.74 ft.	Yes
Side Setback	30 ft.	40.7 ft.	Yes
Maximum Height	6 Stories	1 Story	Yes
Max. Lot Coverage	60%	4.86%	Yes
Parking	60 spaces (1 per 100 sq. ft.)	63 spaces	Yes

PUBLIC NOTIFICATIONS

To comply with State law contained in Local Government Code Chapter 211 and the City's public hearing notice requirements, 13 notices were mailed to property owners within 200 feet of the request. In addition, a notice was published in the Waxahachie Sun and a sign was visibly posted at the property.

PROPERTY OWNER NOTIFICATION RESPONSES

Staff has received one (1) letter of support for the proposed development.

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. Ordinance
2. Location Exhibit
3. Site Plan
4. Signage Plan
5. Property Owner Notification Responses

APPLICANT REQUIREMENTS

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

STAFF CONTACT INFORMATION

Prepared by:

Colby Collins

Senior Planner

ccollins@waxahachie.com

Reviewed by:

Shon Brooks, AICP

Director of Planning

sbrooks@waxahachie.com

(25)

Case ZDC 91-2020
 Responses Received Inside Required 200 Notification Area
 Support 1 Oppose 0

Property ID	Owner's Name	Acres	Legal Description	Owner's Address	Owner's City	Owner's State	Owner's Zip	Property Address
139445	HIDEAWAY SELF STORAGE INC	2.29	LOT 1 THE HIDEAWAY STORAGE ADDN 2.29 AC	1824 FM 88	WAXAHACHE	TX	75167	1824 FM 88 WAXAHACHE TX 75167
174460	DML LAND LLC	40.049	TR 2R 2 INTERSTATE INDUSTRIAL PARK REV 40.049 ACRES	2200 W HIGHWAY 287 BUSINESS	WAXAHACHE	TX	75167	E FM 88 WAXAHACHE TX 75167
174469	L C G INVESTMENT CO	4.507	TR 1 INTERSTATE INDUSTRIAL PARK 4.507 ACRES	14002 PRELSTON RD STE 404-323	DALLAS	TX	75254	1501 FM 88 WAXAHACHE TX 75167
174468	EBTES BARRY W	2.411	LOT 1RA BLK 2 INTERSTATE INDUSTRIAL PARK REV 2.411 AC	180 OAK CREEK	WAXAHACHE	TX	75167	1400 W FM 88 WAXAHACHE TX 75167
175352	GRANITE PINE MEADOWS LLC C/O GRANITE HOMES LLC	24.08	PINE MEADOWS MHP 24.08 ACRES	11335 GOLD EXPRESS DR STE 100	GOLD RIVER	CA	95670	3450 S INTERSTATE 35 WAXAHACHE TX 75165
179033	DUGGAN MCKIE	2.04	6 J C ARMSTRONG 2.04 ACRES	1651 FM 88	WAXAHACHE	TX	75167	1851 FM 88 WAXAHACHE TX 75167
179035	HLD REALTY INVESTMENTS LLC	20.278	6 J C ARMSTRONG 20.278 ACRES	520 E NORTHWEST HWY STE 100	GRAPEVINE	TX	76051	88 INTERSTATE 35 WAXAHACHE TX 75165
179108	GAR CAPITAL PROPERTIES LLC	11.93	6 J C ARMSTRONG 11.93 ACRES	807 YELLOWSTONE DR	MAHSFIELD	TX	78003	INTERSTATE 35 WAXAHACHE TX 75165
179110	ACE RESOURCES INC	2.284	6 J C ARMSTRONG 2.284 ACRES	PO BOX 802184	DALLAS	TX	75280	1850 FM 88 WAXAHACHE TX 75167
179116	DMJ PROPERTIES LTD	0.5	6 J C ARMSTRONG 0.5 ACRES	PO BOX 2569	WAXAHACHE	TX	75168	3200 S INTERSTATE 35 WAXAHACHE TX 75165
179118	CRADDOCK SYLVIA	38.45	6 J C ARMSTRONG 38.45 ACRES	1711 MASTERS DR	DESOTO	TX	75115	FM 875 WAXAHACHE TX 75167
223307	H & D REALTY INVESTMENTS LLC	0.984	6 J C ARMSTRONG 0.984 ACRES	520 E NORTHWEST HIGHWAY STE 100	GRAPEVINE	TX	76051	FM 88 WAXAHACHE TX 75167
225222	H & D REALTY INVESTMENTS LLC	2.77	LOT 1R COLWELL OIL CO ADDN 2.77 AC	520 E NORTHWEST HIGHWAY STE 100	GRAPEVINE	TX	76051	3208 S INTERSTATE 35 WAXAHACHE TX 75165
240457	JUDE MANAGEMENT LLC	3.371	TR 2R 2 INTERSTATE INDUSTRIAL PARK REV 3.371 ACRES	PO BOX 2588	WAXAHACHE	TX	75168	E FM 88 WAXAHACHE TX 75167
243808	ADAY MARVELENE	26.93	6 J C ARMSTRONG 26.93 ACRES	3825 C R 417A	CELEBURNE	TX	76821	FM 88 WAXAHACHE TX 75167



(25)

City of Waxahachie, Texas
Notice of Public Hearing
Case Number: ZDC-91-2020

RECEIVED
8/11/20

ESTES GARY W
100 OAK CREEK
WAXAHACHIE, TX 75165

The Waxahachie Planning & Zoning Commission will hold a Public Hearing on Tuesday, August 11, 2020 at 7:00 p.m. and the Waxahachie City Council will hold a Public Hearing on Monday, August 17, 2020 at 7:00 p.m. in the Council Chamber at the Waxahachie City Hall, 401 South Rogers Street, Waxahachie, Texas to consider the following:

1. Request by Clay Cristy, Claymoore Engineering, for a Specific Use Permit (SUP) for Pole Sign use within a Light Industrial-1 zoning district located at the SW corner of FM 66 and Interstate 35E (Property ID 174460) - Owner: DML LAND LLC (ZDC-91-2020)

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

Case Number: ZDC-91-2020

City Reference: 174469

Your response to this notification is optional. If you choose to respond, please return this form by 5:00 P.M. on *Wednesday, August 5, 2020* to ensure inclusion in the Agenda Packet. Forms can be e-mailed to Planning@Waxahachie.com or you may drop off/mail your form to City of Waxahachie, Attention: Planning, 401 South Rogers Street, Waxahachie, TX 75165.

☒ SUPPORT

☐ OPPOSE

Comments:

AS LONG AS Pole Sign is on I35 FRONTAGE ITS OK. All Signs ON
FM66 FRONTAGE Should be monument Signs.

Gary W Estes
Signature

8/4/2020
Date

GARY ESTES OWNER
Printed Name and Title

1499 FM66 Waxahachie.
Address

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

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

(26)

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING A SPECIFIC USE PERMIT (SUP) TO PERMIT A SIGNAGE PLAN (POLE SIGN) USE WITHIN A LIGHT INDUSTRIAL-1 (LI-1) ZONING DISTRICT, LOCATED AT THE SOUTHWEST CORNER OF FM 66 AND INTERSTATE 35E, BEING PROPERTY ID 174460, IN THE CITY OF WAXAHACHIE, ELLIS COUNTY, TEXAS, BEING TRACT 2R 2 OF THE INTERSTATE INDUSTRIAL PARK-REV ADDITION, AND ORDERING THE CHANGING OF THE ZONING MAP THEREOF IN ACCORDANCE WITH SAID CHANGE.

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

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

WHEREAS, the described property is classified in said ordinance and any amendments thereto as LI1; and

WHEREAS, a proper application for an SUP has been made in accordance with the zoning ordinances in the City of Waxahachie and said application has been assigned case number ZDC-91-2020. Said application having been referred to the Planning and Zoning (P&Z) Commission was recommended by the P&Z Commission for approval and the issuance thereof; and

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

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

NOW, THEREFORE, this property is rezoned from LI1 to LI1, with an SUP in order to permit a Signage Plan (Pole Sign) use on the following property: Tract 2R 2 of the Interstate Industrial Park-Rev Addition, which is shown on Exhibit A, Site Plan attached as Exhibit B, and the Signage Plan attached as Exhibit C.

SPECIFIC USE PERMIT

Purpose and Intent

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

(26)

Specific Use Permit

FOR OPERATION OF A SPECIFIC USE PERMIT FOR A SIGNAGE PLAN (POLE SIGN) USE IN THE LIGHT INDUSTRIAL-1 (LI1) DISTRICT; the following standards and conditions are hereby established as part of this ordinance:

1. The site plan shall conform as approved by the City Council under case number ZDC-91-2020.
2. The development shall adhere to the City Council approved in Exhibit A- Location Exhibit, Exhibit B – Site Plan, and Exhibit C - Signage Plan.
3. The development shall maintain compliance with all Federal, State and Local regulations; including, but not necessarily limited to, all applicable standards and regulations of the City of Waxahachie Municipal Code and City of Waxahachie Zoning Ordinance.
4. If approved, the City Council shall have the right to review the Specific Use Permit after 12-months if needed.

Compliance

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

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

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

PASSED, APPROVED AND ADOPTED on this 17th day of August, 2020.

(26)

MAYOR

ATTEST:

City Secretary

Exhibit B - Site Plan



Exhibit B - Site Plan



ADDRESS	LSA
0000000000000000	RESTAURANT ON CROSS TOWN
0000000000000000	2000 SF
0000000000000000	0 00000 20 00
0000000000000000	00 7 00000
0000000000000000	000 00 0000
0000000000000000	00.0 0000
0000000000000000	0 00000
0000000000000000	0 00000000 00000000

FUNDING INFORMATION	
RESEARCH FUNDING OFFICE GRANTS SPACE FRONTIERS INC.	ON GRANT #1
RESEARCH FUNDING OFFICE GRANTS SPACE FRONTIERS INC.	ON GRANT #2

SUPERVISOR CALCULATIONS	
TOTAL TIME SPENT	1.00 hr 00 min
WORKING EFFICIENCY PERCENT	40.00%
TOTAL COST PER HOUR	\$7.50
TOTAL LABOR COST	\$7.50

ՀԱՅԱՍՏԱՆԻ ՀԱՆՐԱՊԵՏՈՒԹՅԱՆ ԱՌԱՋ ՎԵՐԱԴՐՈՒՄԸ

NEW CONSTRUCTION[illegible]

CITY SITE PLAN

[illegible]

MCDONALD'S

PLANT IDENTIFICATION Species Name & Synonyms Distribution, Range Elevation Growth Habit Growth Type Flower Color Fruit Color Other Plant Notes Comments		Date Locality Collector(s) Number
SP-2		Date Locality Collector(s) Number

[illegible]

ENGINEER/APPLICANT



7-11 AM
FIRE CENTRAL (3RD FLOOR)
BELL 1-800-
865-0822, TX 78221
PH 512/391-8372
CONTACT: CLAY CROTTY, PE
EMAIL: CLAY@CLAYCROTTYINC.COM



CITY SITE PLAN

SP-2

(26)

Exhibit C - Signage Plan



F.M. HWY 66 & 35 E - WAXAHACHIE, TX 75165

SIGN PROGRAM BOOK

Customer: MCDONALD'S	Date: 12/11/19	Prepared By: KH	Eng: -	<small>Notes: Can sign request be used along a parking lot building. McDonald's P&L is to assist DTS against. Please check against person's reference P&L and also water's to be used if possible.</small>	persona SIGNS LIGHTING IMAGE	DISTRIBUTED BY SIGN UP COMPANY 700 21st Street Southwest PO Box 210 Waco, TX 76798-0210 1.800.843.3888 - www.personasigns.com
Location: WAXAHACHIE, TX	File Name: 233826 - R7 - F.M. HWY 66 & 35 E - WAXAHACHIE, TX					

(26)

Exhibit C - Signage Plan



PROPOSED MONUMENT SIGN

ORIGINAL POLE SIGN LOCATION

EXIST. MONUMENT SIGN AT INTERSECTION
REMOVED - SEE EXHIBIT D - PLAN
FOR SIGNAGE LOCATION

PROPOSED POLE SIGN LOCATION

DESIGNED BY: GAY MOORE ENGINEERING
PROJECT NO.: 17012000-01-001
DATE: 12/1/2009 4:33 PM
USER: GAYMO



PROFESSIONAL
Seal of the State of Texas
Professional Engineer
No. 17012000-01-001
Date: 12/1/2009

MCDONALDS WAXAHACHIE
FM 66 AND INTERSTATE HIGHWAY 38E
WAXAHACHIE, TEXAS



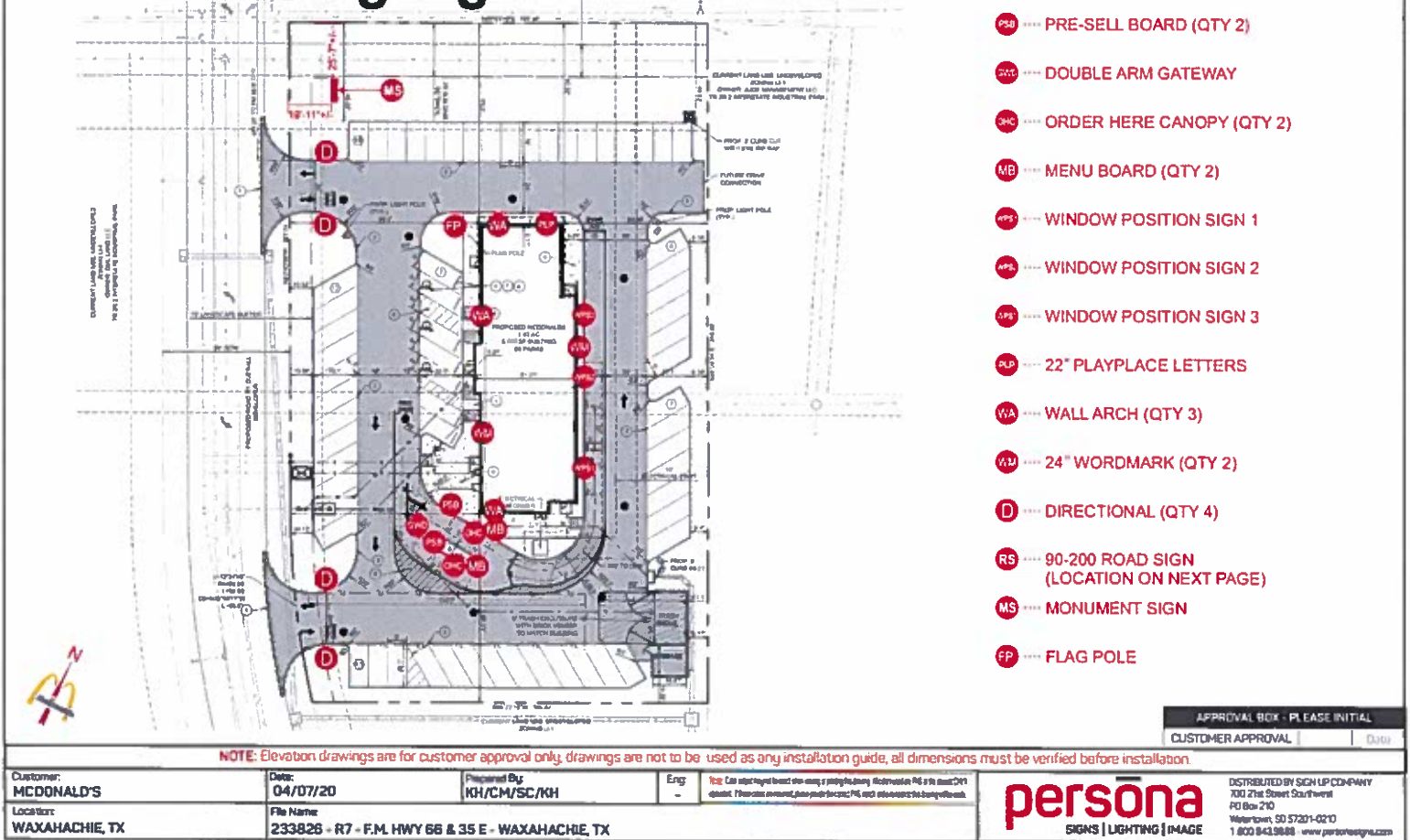
McDonald's

SIGN EXHIBIT

EX-1

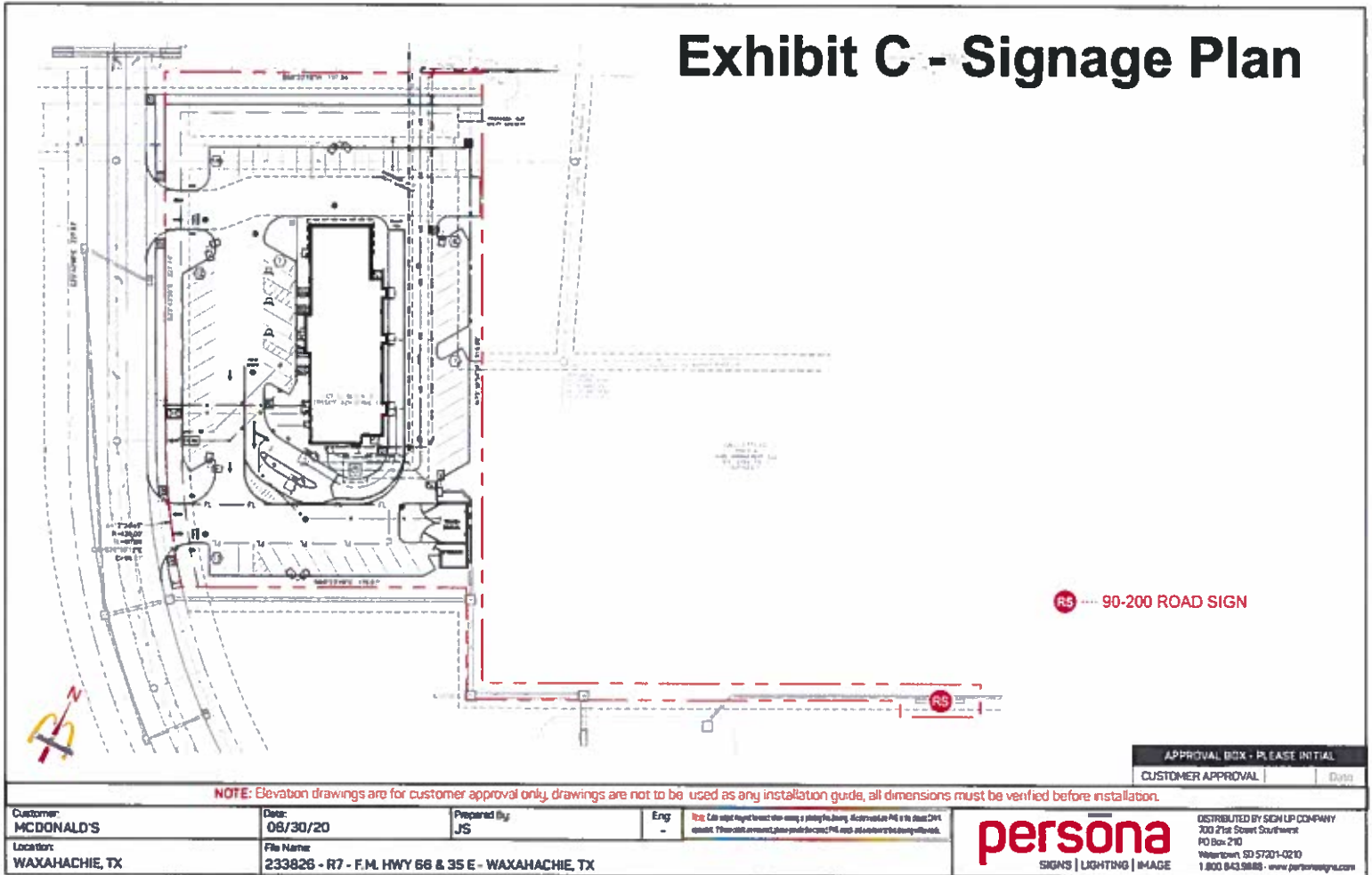
(26)

Exhibit C - Signage Plan



(26)

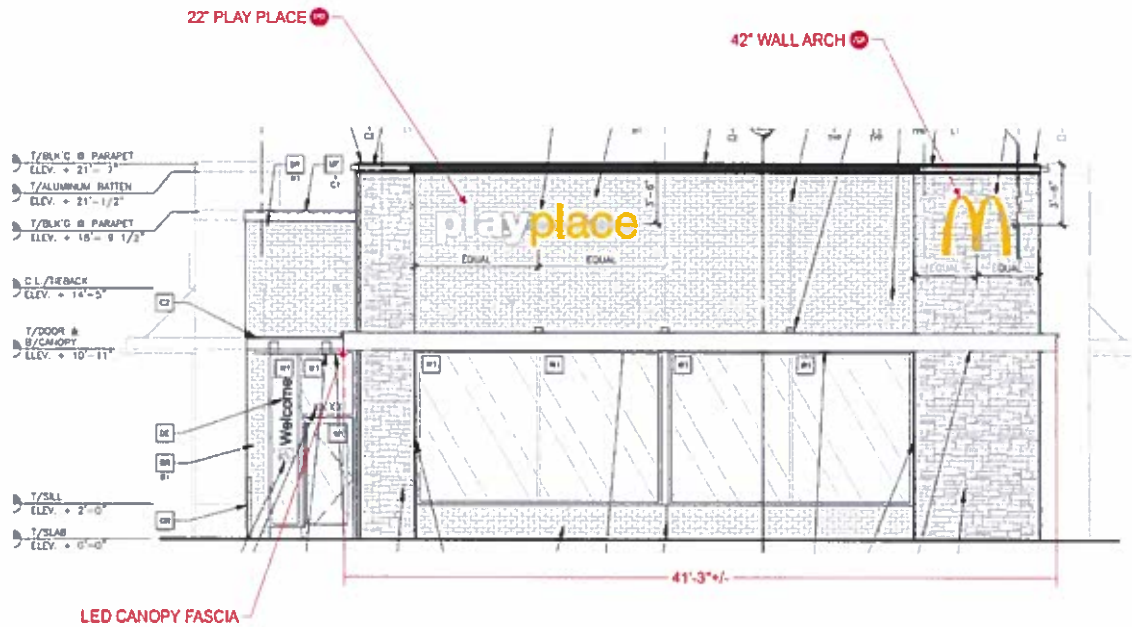
Exhibit C - Signage Plan



(26)

NORTH (FRONT) ELEVATION
SCALE: 3/16" = 1'-0"

Exhibit C - Signage Plan



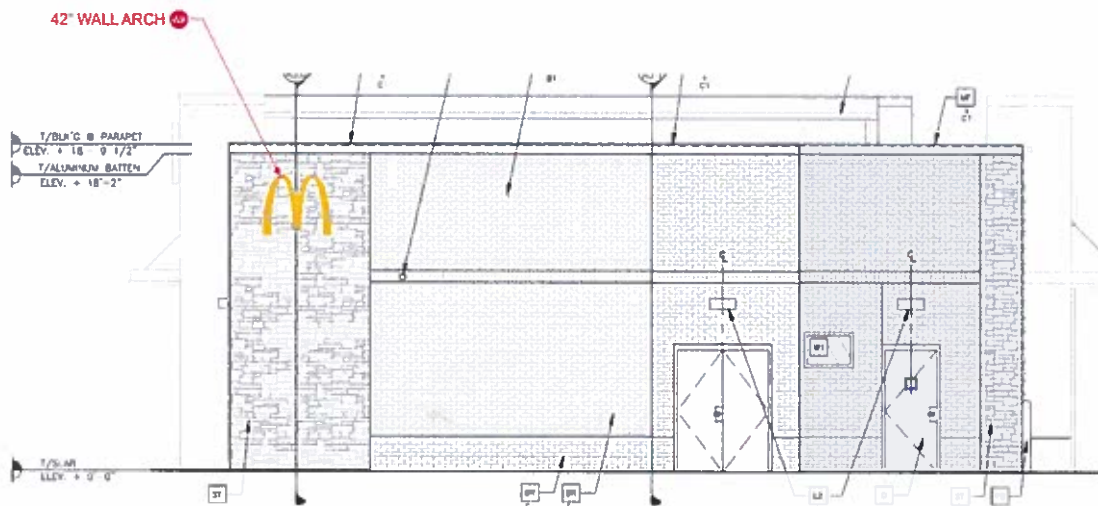
NOTE: Elevation drawings are for customer approval only. Drawings are not to be used as any installation guide, all dimensions must be verified before installation.

Customer: MCDONALD'S				Date: 12/11/19		Prepared By: KH		Eng: -		File Name: 233826 - R7 - F.M. HWY 66 & 35 E - WAXAHACHIE, TX		DISTRIBUTED BY SIGN UP COMPANY	
Location: WAXAHACHIE, TX												700 21st Street Southwest	
												PO Box 210	
												Waxahachie, TX 75091-0210	
												1 800 843.9888 - www.personasigns.com	

persona
SIGNS | LIGHTING | IMAGE

Exhibit C - Signage Plan

SOUTH (REAR) ELEVATION
SCALE: 3/16" = 1'-0"



APPROVAL BOX - PLEASE INITIAL

CUSTOMER APPROVAL		Date
-------------------	--	------

NOTE: Elevation drawings are for customer approval only, drawings are not to be used as any installation guide, all dimensions must be verified before installation.

Customer:
MCDONALD'S

Date: 2/25/20

Prepared By:
KH/TJ

Eng

Note: This report represents the views of a single analyst. Management of P&G is the client. Do not use this report as a basis for investment decisions. P&G stock is subject to the volatility of the market.

Location:
WAXAHACHIE, TX

File Name: 233826 - R7 - F.M. HWY 66 & 35 E - WAXAHACHIE, TX

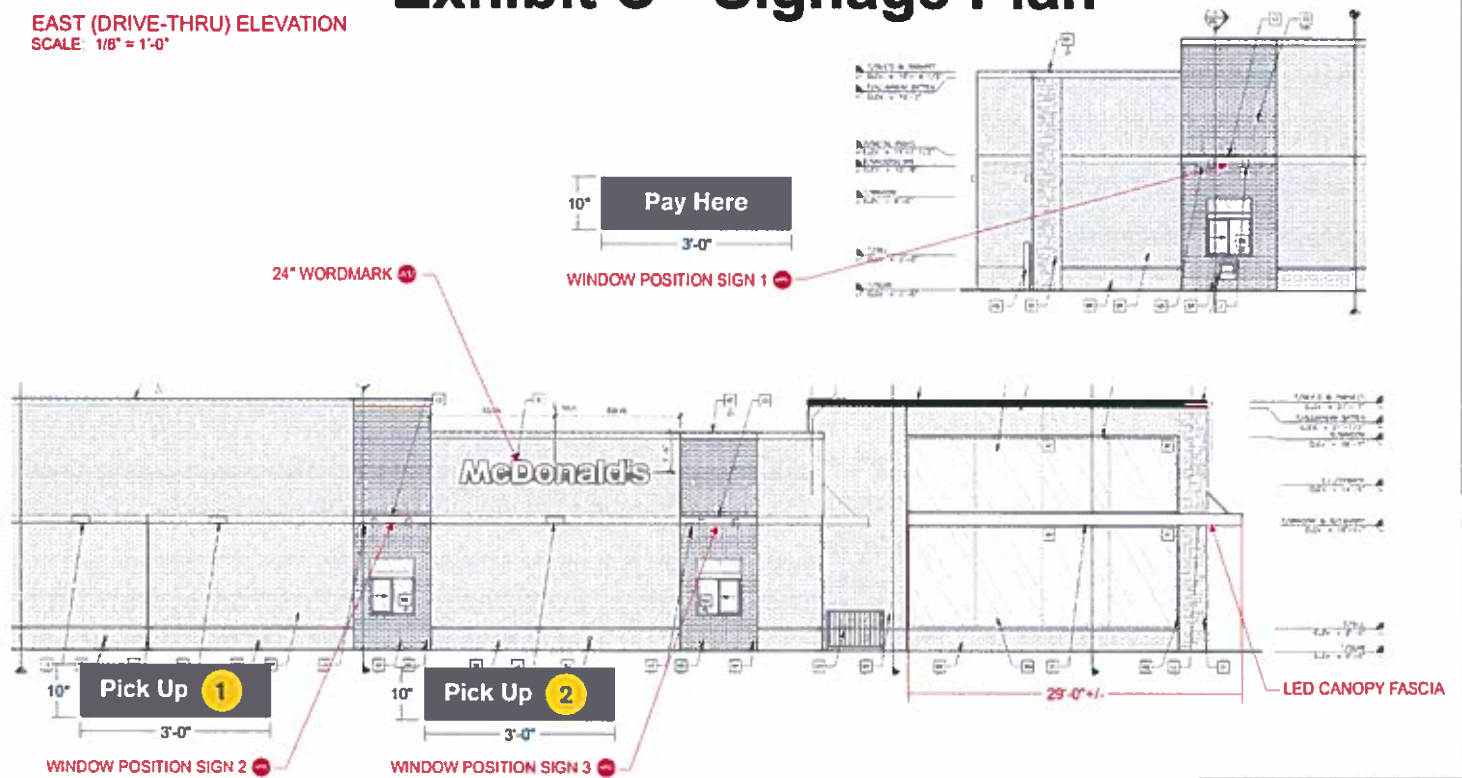
persóna
SIGNS | LIGHTING | IMAGE

DISTRIBUTED BY SIGN UP COMPANY
700 21st Street Southwest
PO Box 210
Winnetka, SD 57201-0210
1.800.643.9883 • www.personalsigns.com

(26)

Exhibit C - Signage Plan

EAST (DRIVE-THRU) ELEVATION
SCALE: 1/8" = 1'-0"



NOTE: Elevation drawings are for customer approval only. drawings are not to be used as any installation guide, all dimensions must be verified before installation.

Customer: MCDONALD'S	Date: 12/11/19	Prepared By: KH	Eng: -
Location: WAXAHACHIE, TX	File Name: 233826 - R7 - F.M. HWY 69 & 35 E - WAXAHACHIE, TX		

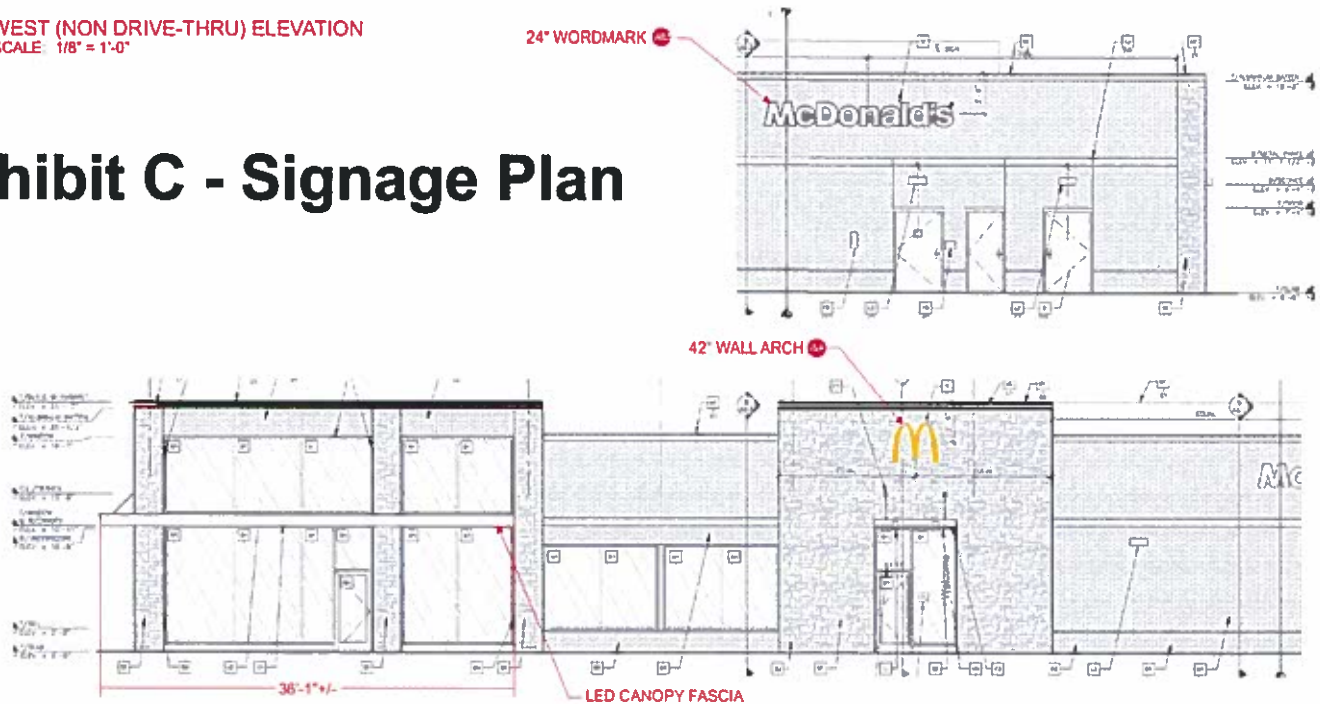
persona
SIGNS | LIGHTING | IMAGE

DISTRIBUTED BY SIGN-UP COMPANY
200 21st Street Southwest
PO Box 210
Westport, SD 57074-0210
1.800.843.8888 - www.personasign.com

(26)

WEST (NON DRIVE-THRU) ELEVATION
SCALE: 1/8" = 1'-0"

Exhibit C - Signage Plan



APPROVAL BOX - PLEASE INITIAL
CUSTOMER APPROVAL _____ Date _____

NOTE: Elevation drawings are for customer approval only. drawings are not to be used as any installation guide, all dimensions must be verified before installation.

Customer: MCDONALD'S	Date: 12/11/19	Prepared By: KH	Eng: -
Location: WAXAHACHIE, TX	File Name: 233826 - R7 - F.M. HWY 66 & 35 E - WAXAHACHIE, TX	<small>File: C:\app\mcd\233826\233826.dwg Plot: 12/11/19 10:00 AM Plotter: HP DesignJet T1100e</small>	

persona
SIGNS | LIGHTING | IMAGE

DISTRIBUTED BY SIGN UP COMPANY
200 2nd Street Southwest
PO Box 210
Waterbury, SD 57201-0210
1.800.843.9888 • www.personasigns.com

(26)

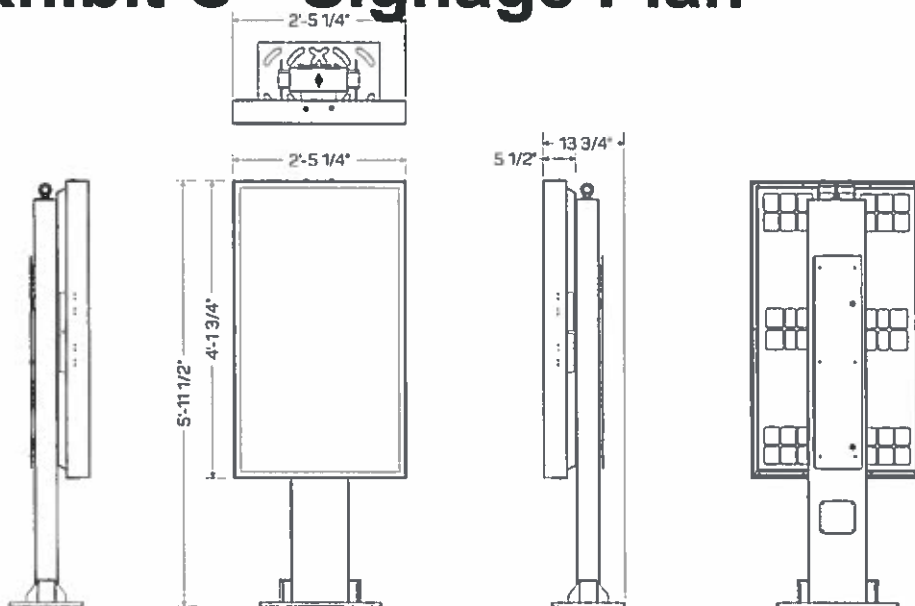
PSB

Frame	Hot dip galvanized + anti-graffiti powder coated steel
Brackets	Hot dip galvanized
Panels	Aluminium + anti-graffiti powdercoat
Access fasteners	Security Torx
Media player access	Dual camlock
Eyebolt	Stainless crane on
Baseplate	McDonalds spec triple mounting pattern option

ODMB 02 SINGLE

Displays	Samsung OH55F
Hardware	Stratacache Spectra NG
Heating/Cooling	Watlow 100W Heater Sunon 120mm AC Fan
Power Supply Units	60W DC Media Player Power Supply
Power Cables	1 x IEC Power Cable
Electrical Components	Isolated Ground 2 x 1G Receptacles 20A Circuit Breaker
Communication Cables	2 x HDMI 1 x RS232
Certification	UL Certified

Exhibit C - Signage Plan



SCALE: 1/2" = 1'-0"



GRAPHIC DETAIL
NOT TO SCALE

Customer
MCDONALD'S

Date:
12/11/19

Prepared By
KH

NOT: Color output may vary in exact when viewing or printing this drawing. All colors listed are PMS or the closest CMYK equivalent. If these colors are required, please provide the correct PMS color and a reason to this drawing not to scale.

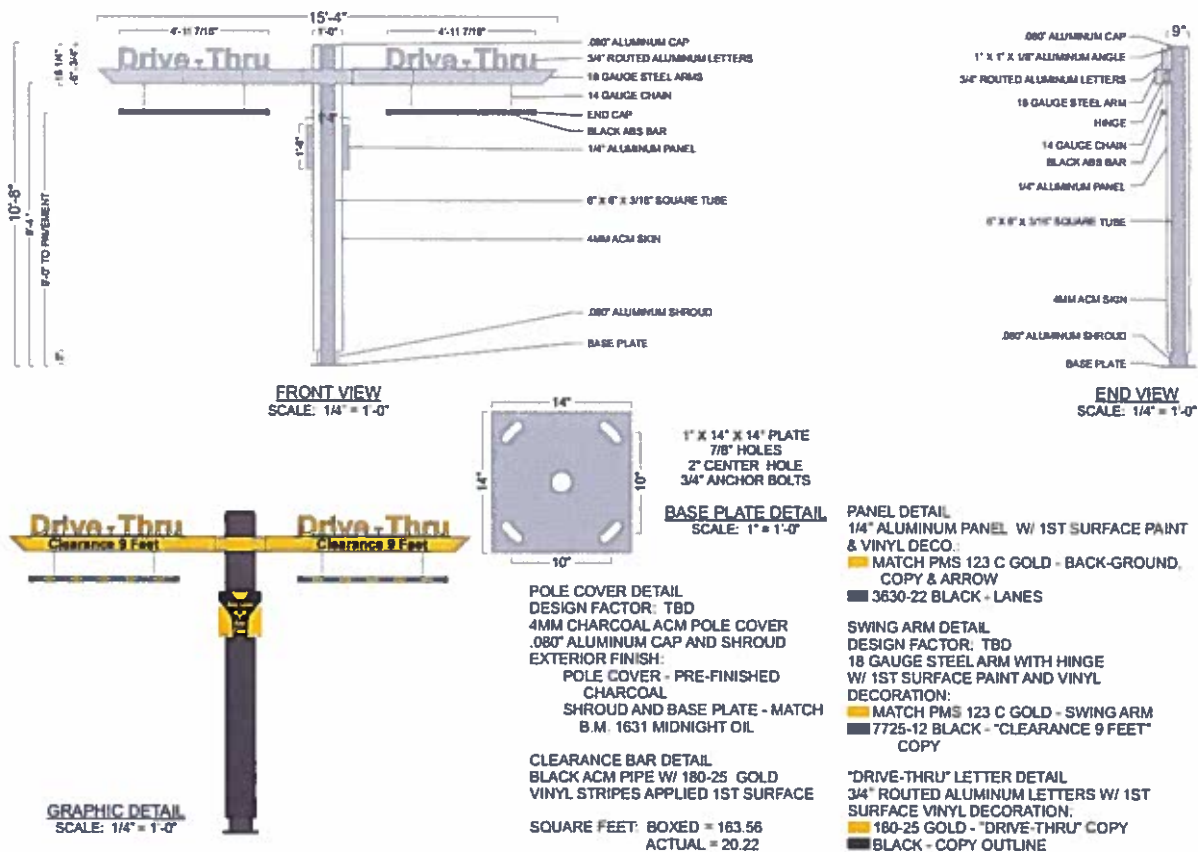
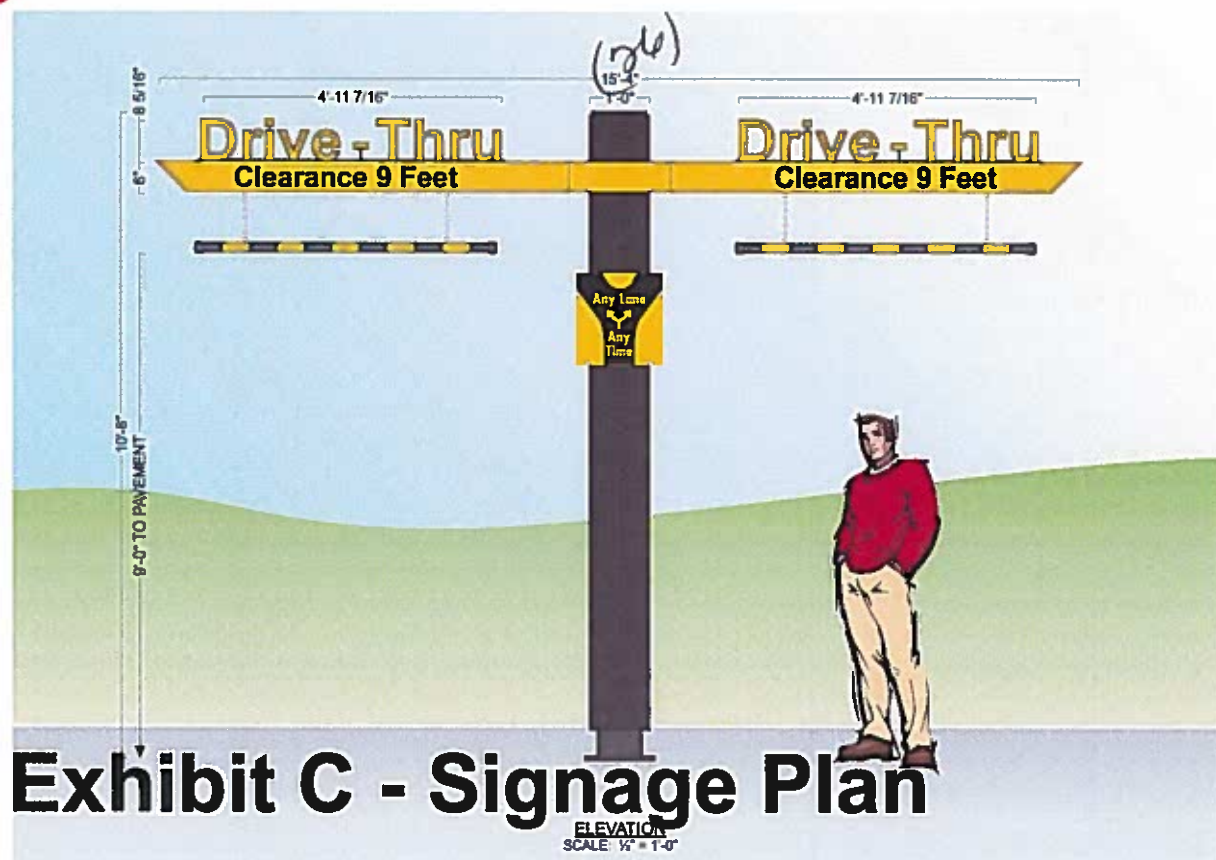
Location:
WAXAHACHIE, TX

File Name:
233826 - R7 - F.M. HWY 66 & 35 E - WAXAHACHIE, TX

Eng:
-

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Customer:
MCDONALD'S

Location:
WAXAHACHIE, TX

Date:
12/11/19

File Name:
233826 - R7 - F.M. HWY 66 & 35 E - WAXAHACHIE, TX

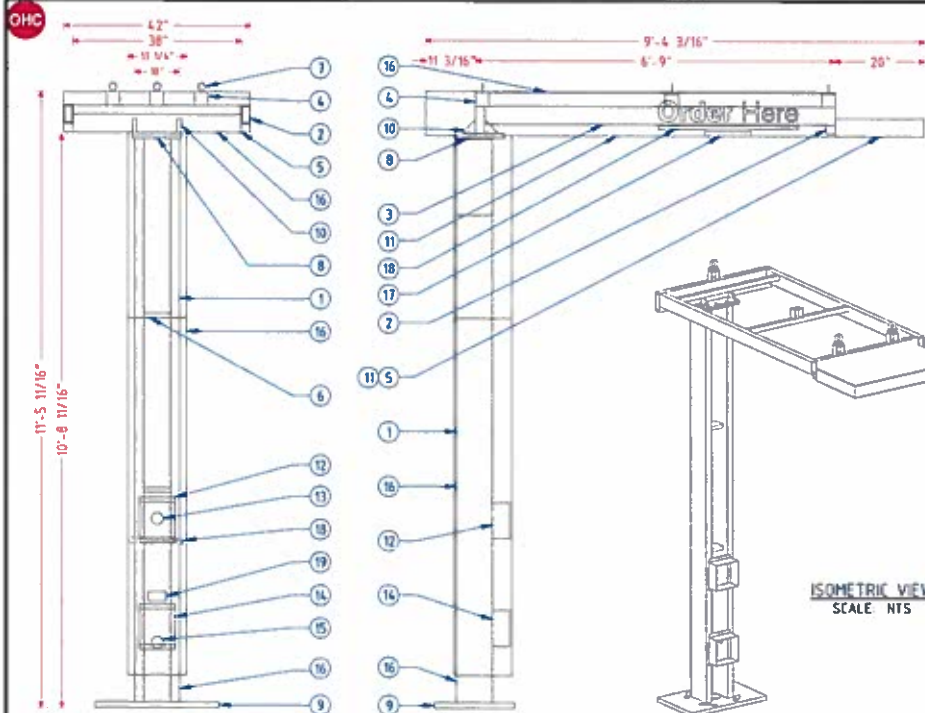
Prepared By:
KH

NOT: This is a preliminary drawing. It is not to be used for construction. It is subject to change without notice. Please provide correct P&ID and a review to the drawing and to the results.

Eng

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FRAME & LAMP DETAIL
SCALE: 3/8" = 1'-0"

18" X 28" X 1 1/4" PLATE
1 3/8" SLOTTED HOLES
1" BOLTS

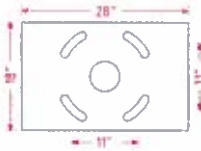


PLATE DETAIL
SCALE: 1/2" = 1'-0"

CROSS SECTION A-A
SCALE: 3/8" = 1'-0"

11" X 11" X 5/8" PLATE
3/4" HOLES
5/8" BOLTS

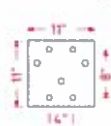
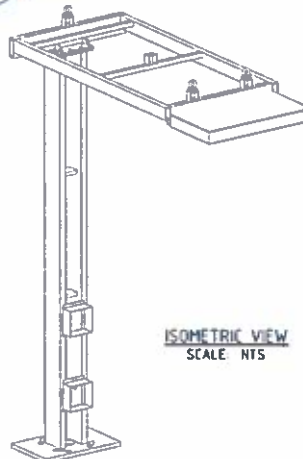
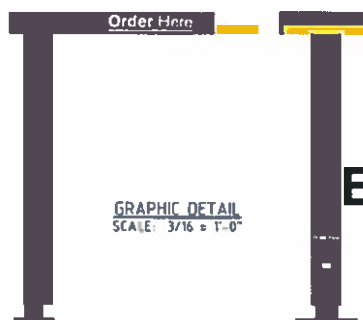


PLATE DETAIL
SCALE: 1/2" = 1'-0"



ISOMETRIC VIEW
SCALE: NTS



GRAPHIC DETAIL
SCALE: 3/16" = 1'-0"

MCDONALD'S SPRINGBOARD OHC SPECIFICATIONS	
NO.	PART/DESCRIPTION
1	2" X 8" X 3/16" RECTANGULAR TUBE
2	2" X 6" X 1/4" RECTANGULAR TUBE
3	2" X 4" X 1/4" RECTANGULAR TUBE
4	3" X 3" X 3/16" SQUARE TUBE
5	1" X 4" X 1/8" RECTANGULAR TUBE
6	C4 ALUMINUM C-CHANNEL
7	1/2" EYEBOLTS (3)
8	11" X 11" X 5/8" TOP PLATES (2) (SEE PLATE DETAILS)
9	18" X 28" X 1 1/4" BASE PLATE (SEE PLATE DETAILS)
10	3" X 3" X 3/4" GUSSETS
11	.063" ALUMINUM SKIN
12	.063" ALUMINUM BENT SP10 SPEAKER BOX HOLDER
13	SPEAKER OPENING
14	.063" ALUMINUM BENT DM 4/DM 5 MICROPHONE BOX HOLDER
15	MICROPHONE OPENING
16	ACM CLADDING
17	SLOAN LED LIGHT WITH POWER SUPPLY
18	REFLECTIVE WHITE 680-10 VINYL
19	ADA STICKER

NOTES:

- DESIGN FACTOR: TO BE DETERMINED
- 2" X 8" X 3/16 RECTANGULAR TUBE FRAME
- ACM AND .063" ALUMINUM SKIN
- EXTERIOR FINISH:
 - BASE PLATE - PAINT BM 1631 MIDNIGHT OIL
 - TUBE AND TOP ACM - PAINT CHARCOAL
 - SPRINGBOARD TIP AND UNDERSIDE - PAINT PMS 123 C GOLD
- ACM/SKIN REMOVABLE FOR SERVICE
- U.L. LISTED
- ELECTRICAL: 0.64 AMPS/120 VOLTS

Exhibit C - Signage Plan

Customer:
MCDONALD'S

Location:
WAXAHACHIE, TX

Date: 12/11/19

File Name: 233826 - R7 - F.M. HWY 66 & 35 E - WAXAHACHIE, TX

Prepared By
KH

NOTE: Color output may not be exact when viewing or printing this drawing. All colors used are PMS or the closest CMYK equivalent. If these colors are incorrect, please provide the correct PMS match and a reference to the drawing and its scale.

Eng

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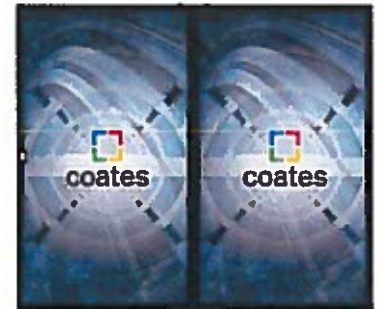
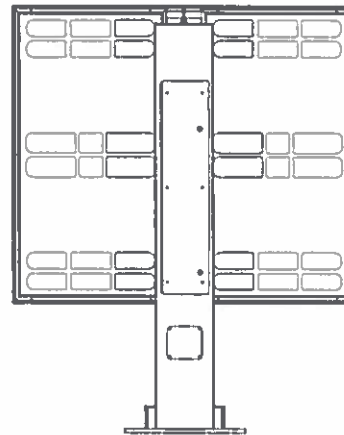
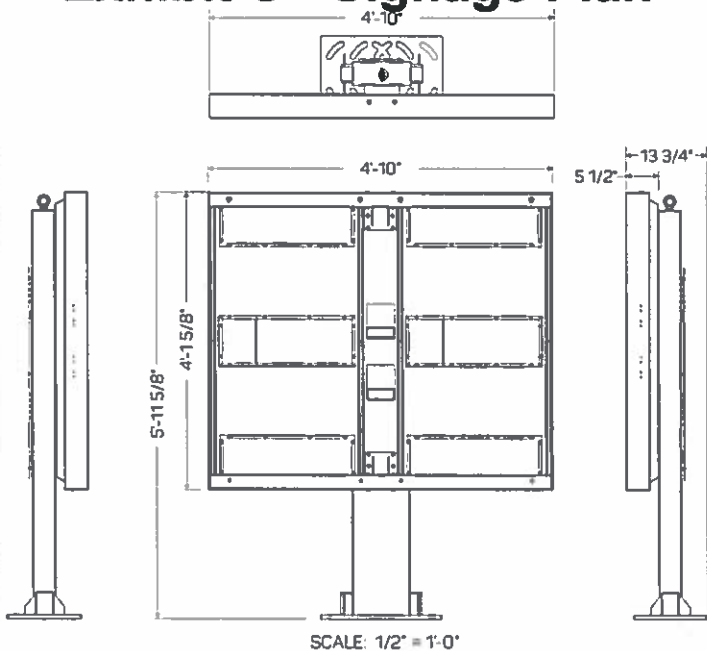
(26)

MB

Frame	Hot dip galvanized + anti-graffiti powder coated steel
Brackets	Hot dip galvanized
Panels	Aluminium + anti-graffiti powdercoat
Access fasteners	Security Torx
Media player access	Dual camlock
Eyebolt	Stainless crane on
Baseplate	McDonalds spec triple mounting pattern option

ODMB 02 DOUBLE

Displays	2 x Samsung OH55F
Hardware	2 x Stratacache Spectra NG
Heating/Cooling	Watlow 100W Heater Sunon 120mm AC Fan
Power Supply Units	2 x 60W DC Media Player Power Supply
Power Cables	2 x IEC Power Cables
Electrical Components	Isolated Ground 2 x 1G Receptacles 20A Circuit Breaker
Communication Cables	4 x HDMI 2 x RS232
Certification	UL Certified

Exhibit C - Signage Plan

GRAPHIC DETAIL
NOT TO SCALE

Customer:
MCDONALD'S

Date:
12/11/19

Prepared By:
KH

NOTE: Color output required be exact when viewing or printing this drawing. All colors used are PMS or the closest CMYK equivalent. If instructions are required, please provide the correct PMS/CMYK and reference to the drawing file name.

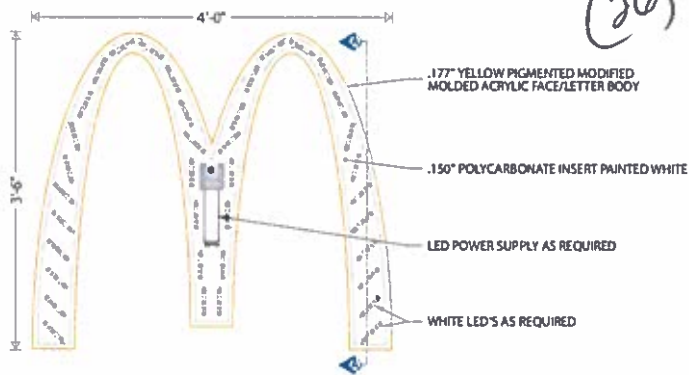
Location:
WAXAHACHIE, TX

File Name:
233826 - R7 - F.M. HWY 66 & 35 E - WAXAHACHIE, TX

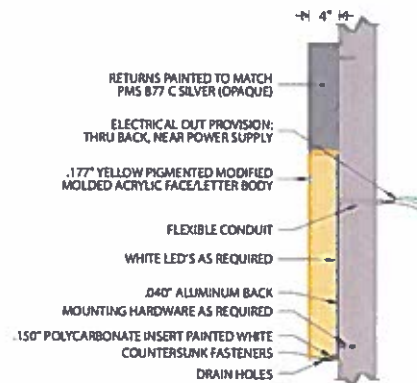
Eng:
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FRAME & LAMP DETAIL
SCALE: 3/4" = 1'-0"



CROSS SECTION A-A
SCALE: 3/4" = 1'-0"

Exhibit C - Signage Plan



GRAPHIC DETAIL
SCALE: 3/4" = 1'-0"

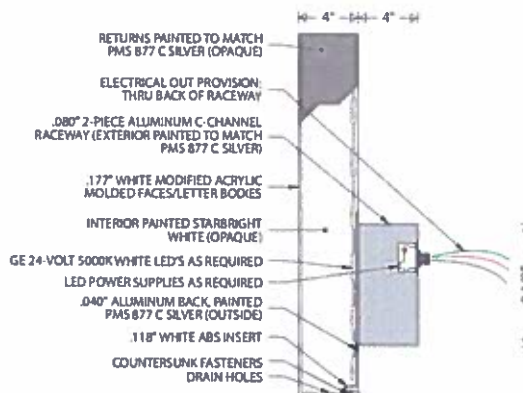
FRAME DETAIL:
DESIGN FACTOR: T80
.177" FORMED YELLOW PIGMENTED (PMS 123 C)
MODIFIED ACRYLIC FACE/LETTER BODY
EXTERIOR FINISH: PAINTED TO MATCH PMS 877 C SILVER (OPAQUE)
INTERIOR FINISH: PAINTED STARBRIGHT WHITE (OPAQUE)
.150" POLYCARBONATE INSERT PAINTED STARBRIGHT WHITE
.040" ALUMINUM BACK
LETTER BODY REMOVABLE FOR SERVICE ACCESS
U.L. APPROVED
ELECTRICAL: 0.85 AMPS, 120 VOLTS
SQUARE FOOTAGE:
BOXED = 14.00
ACTUAL = 4.90



GRAPHIC DETAIL
SCALE: 1/2" = 1'-0"

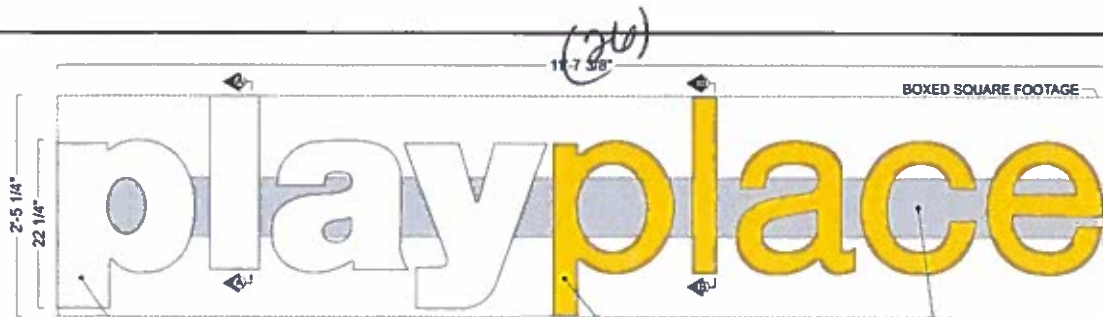
NOTES:

.177" MOLDED WHITE MODIFIED ACRYLIC LETTER BODIES
INSTALLED ON ALUMINUM BACKS
.118" WHITE ABS INSERTS
EXTERIOR FINISH: MATCH PMS 877 C SILVER (OPAQUE);
BACKS PAINTED PMS 877 C SILVER
INTERIOR FINISH: STAR-BRIGHT WHITE (OPAQUE)
LETTER BODIES REMOVABLE FOR SERVICE ACCESS
ACCESS PANEL BEHIND LETTER "H" FOR RACEWAY ACCESS
U.L. APPROVED
ELECTRICAL: 1.10 AMPS, 120 VOLTS
SQUARE FOOTAGE:
BOXED = 33.38
ACTUAL = 19.53

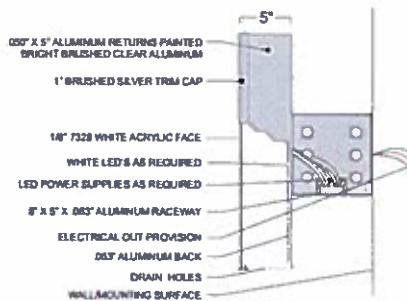


LETTER PROFILE
SCALE: 1 1/2" = 1'-0"

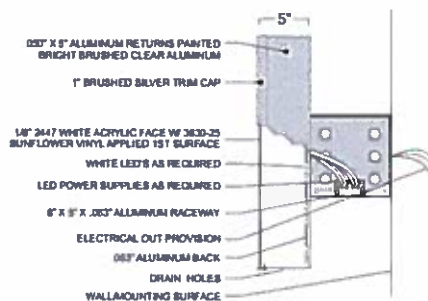
PLP



1/8" 7328 WHITE ACRYLIC
 GRAPHIC DETAIL
 SCALE: 3/4" = 1'-0"
 1/8" 2447 WHITE ACRYLIC W/ 3630-25 SUNFLOWER VINYL APPLIED 1ST SURFACE
 ALUMINUM RACEWAYS PAINTED McDONALD'S SILVER



CROSS SECTION A-A
 SCALE: 1" = 1'-0"



CROSS SECTION B-B
 SCALE: 1" = 1'-0"

NOTES:
 U.L. LISTED
 ELECTRICAL: (1) 20A/120V CIRCUIT
 INTERIOR FINISHED REFLECTIVE WHITE
 DISCONNECT SWITCH ON RIGHT HAND END OF RACEWAY
 SQUARE FOOTAGE: BOXED = 28.31
 ACTUAL = 11.31

WPS-1 VER 3.1 WPS-1



MOUNTING BRACKET DETAILS
 SCALE: 3" = 1'-0"

THREE MOUNTING BRACKETS INCLUDED IN THIS ITEM NUMBER

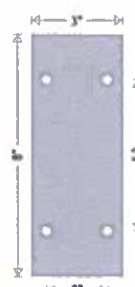


PLATE DETAILS
 SCALE: 3" = 1'-0"

Exhibit C - Signage Plan

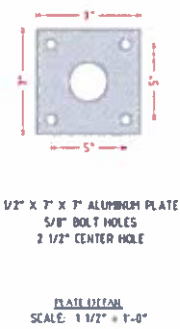
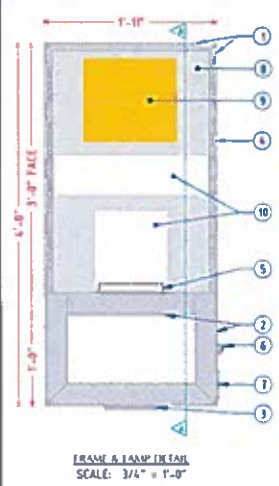


WINDOW POSITION SIGN DETAILS
 SCALE: 1" = 1'-0"

BRACKET DETAILS
 DESIGN FACTOR: TBD
 3/16" X 3" STEEL STRAP
 1" X 1" X 1/8" ANGLE IRON ARM
 EXTERIOR FINISH: PAINTED PMS
 877 C SILVER
 5/16" HOLES PUNCHED IN ANGLE
 AND PLATE FOR MOUNTING

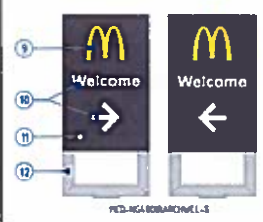
WINDOW POSITION SIGNS DETAIL
 DESIGN FACTOR: TBD
 .150" PIGMENTED PVC BOARD TO
 MATCH GREY FORD - MED DK
 PLATINUM
 WHITE SCREENED COPY 1ST SURFACE
 PMS 123 C YELLOW - NUMERAL BACKGROUND
 2.50 SQUARE FEET
 * ALL THREE WINDOW POSITION SIGNS
 ARE INCLUDED IN THIS ITEM.

Exhibit C - Signage Plan



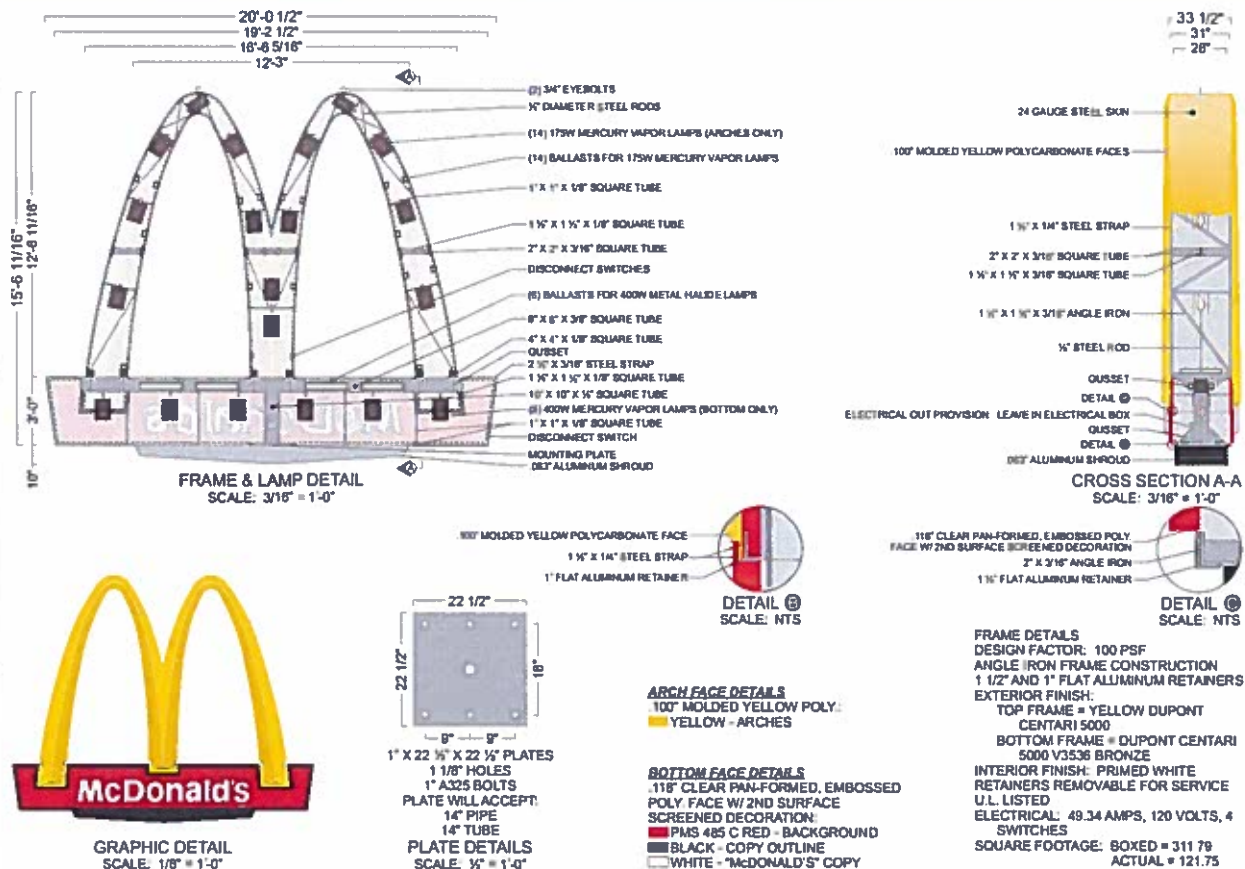
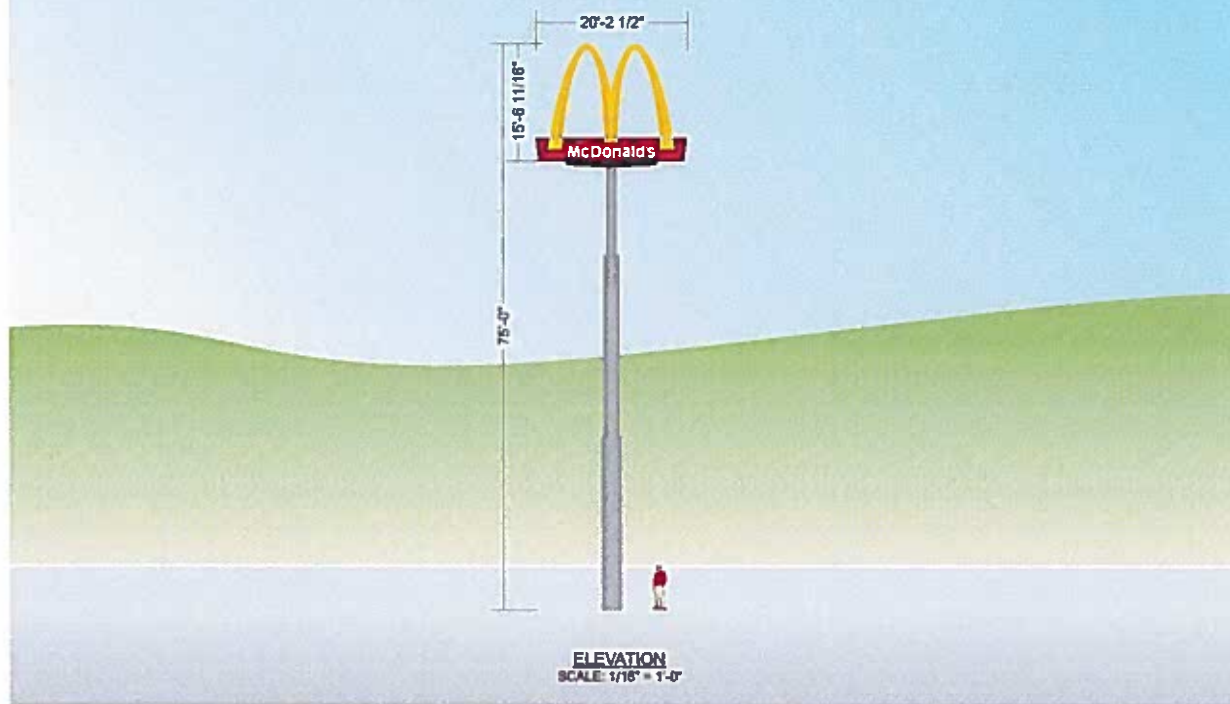
MCDONALD'S 48" NEXT GEN DIRECTIONAL SPECIFICATIONS	
NO.	PART/DESCRIPTION
1	3" X 1" X 1/8" ALUMINUM C-CHANNEL
2	3" X 3" X 1/8" ALUMINUM TUBE
3	MOUNTING PLATE (SEE PLATE DETAIL)
4	WHITE LED'S AS REQUIRED
5	LED POWER SUPPLIES AS REQUIRED
6	DISCONNECT SWITCH
7	ELECTRICAL CONNECTION ACCESS THROUGH COVER
8	880° ROUTED ALUMINUM SHOEBOX FACES
9	118" NG YELLOW SOLAR GRADE POLYCARBONATE BACKER PANEL
10	118" NG WHITE SOLAR GRADE POLYCARBONATE BACKER PANEL
11	POWDERCOAT HENTZEN #P90353APC (OR PAINT TO MATCH)
12	PAINT TO MATCH SILVER OR METALLIC GRAY

- NOTES:
- DESIGN FACTOR: TO BE DETERMINED
 - 3" X 1/8" ALUMINUM C-CHANNEL FRAME
 - ROUTED ALUMINUM SHOEBOX FACES
 - EXTERIOR FINISH:
 - FACES - POWDERCOAT HENTZEN #P90353APC (OR PAINT TO MATCH)
 - TUBES AND PLATE - PAINT SILVER OR METALLIC GRAY
 - INTERIOR FINISH: PAINT REFLECTIVE WHITE
 - FACES REMOVABLE FOR SERVICE ACCESS
 - UL LISTED
 - ELECTRICAL: 110 AMPS/120 VOLTS
 - SQUARE FOOTAGE:
 - FACE = 5.75
 - DISPLAY = 7.67



CRAMIN DETAIL
SCALE: 3/8" = 1'-0"

Exhibit C - Signage Plan



(26)

MS

Exhibit C - Signage Plan



ELEVATION
SCALE: 1/2" = 1'-0"

Customer:
MCDONALD'S

Date:
02/18/20

Prepared By:
KH

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Location:
WAXAHACHIE, TX

File Name:
233826 - R7 - F.M. HWY 66 & 35 E - WAXAHACHIE, TX

Eng:
-

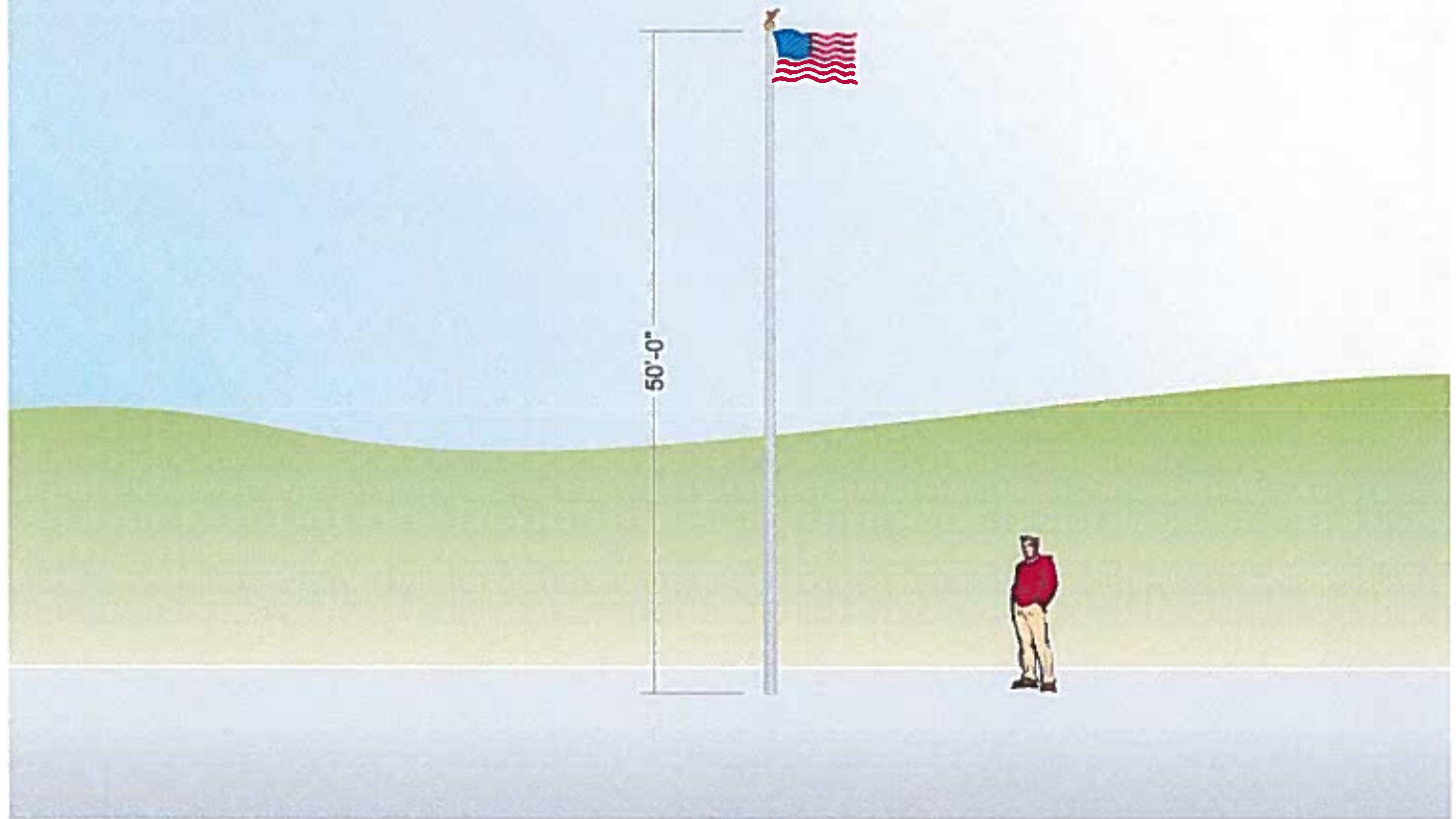
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(bld)

FP

Exhibit C - Signage Plan



ELEVATION
SCALE: 3/32" = 1'-0"

Customer:
MCDONALD'S

Date:
16DEC19

Prepared By:
SC

Note: Color output may not be exact when viewing or printing this drawing. All colors used are PMS or the closest CMYK equivalent. If these colors are incorrect, please provide the correct PMS colors and a revision to this drawing will be made.

Location:
WAXAHACHIE, TX

File Name:
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Eng:
-

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Memorandum

To: Honorable Mayor and City Council

From: Chad Tustison, Finance Director

Thru: Michael Scott, City Manager

Date: August 12, 2020

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

As part of the annual budget process, Chapter 26 of the Property Tax code requires taxing units to comply with truth-in-taxation laws in adopting their tax rates. This item meets the requirement for the City Council to set the proposed rate for future consideration and adoption, set the public hearing date and time, and place an item on a future Council agenda to vote on the tax rate necessary to fund the Fiscal Year 2021 Proposed Budget.

The FY 2021 Proposed Budget includes a proposed tax rate of \$0.66000, which is a two cent decrease from the current rate of \$0.68000. The proposed tax rate recommended in the FY 2021 Proposed Budget would provide funding for operating costs to keep up with growth and to fund capital needs throughout the City. The proposed rate exceeds the no-new-revenue rate of \$0.63041 but does not exceed the voter-approval tax rate of 0.66289. When the proposed rate exceeds the no-new-revenue rate, state statute requires a public hearing be held on the proposed tax rate, specific publications, and dates of scheduled adoption.

Staff recommends taking a record vote to propose an ad valorem tax rate of \$0.66000 for FY 2021 and schedule a public hearing for Tuesday, September 1

(27)

at 6:00 PM. The City Council will consider adoption of the tax rate for FY 2021 on September 8. Both meetings will be held in City Council Chambers, 401 S. Rogers St.

(28)



Memorandum

To: Honorable Mayor and City Council

From: Michael Scott, City Manager

CC:

Date: August 12, 2020

Re: Interlocal Agreement with WISD for shared fiber networks

The accompanying interlocal agreement provides for a partnership with Waxahachie Independent School District to share excess fiber network capacities with one another. This agreement will allow better connectivity throughout the City to serve not only our City facilities more economically, but provide network access to current and future school sites.

Utilizing City and ISD resources more efficiently only makes sense as we strive to deliver services to our community in the most cost-effective means possible. Working together in this effort accomplishes this goal.

The one-time \$100,000 cost to the City is available from within our current year's fiber extension budget allocation. Additionally, these funds will be matched by the state as the district plans to purchase technology necessary to meet the current remote learning needs of the district.

(28)

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF WAXAHACHIE, TEXAS, AND
THE WAXAHACHIE INDEPENDENT SCHOOL DISTRICT
REGARDING TELECOMMUNICATION FIBER**

This Interlocal Agreement is made and entered into by and between the City of Waxahachie, Texas (the "City") and the Waxahachie Independent School District ("the District" or "WISD").

Pursuant to the Texas Interlocal Cooperation Act, Tex. Govt. Code, §§791.001 *et seq.*, the parties are empowered to contract with each other for the performance of governmental functions, including police protection.

Whereas, the City and WISD desire to enter into an interlocal agreement pursuant to which surplus telecommunication fiber owned by WISD would be made available to the City. In exchange, the City agrees to provide monetary compensation to WISD and also provide mutual access to WISD of its surplus telecommunication fiber.

A. Term. The initial term of the Agreement shall commence upon the date that parties signatures are affixed hereto and shall expire on August 31, 2025. After the initial term, this Agreement will automatically renew and extend for successive five (5) year terms unless either party elects to exercise their right to terminate under this Agreement.

B. Use of WISD-owned Surplus Telecommunication Fiber by City. The City needs available telecommunication fiber to expand communication services and availability. The purchase and installation of new fiber is cost prohibitive. WISD owns a surplus of available telecommunication fiber, some of which it will not utilize or need for the foreseeable future. WISD agrees to provide available telecommunication fiber access to the City in a manner that will neither: 1) inhibit WISD's technology needs in any way, both now and in the future; nor 2) compromise the security and confidentiality of WISD's information systems. To utilize the available surplus telecommunication fiber owned by WISD, the City will compensate WISD in the amount of \$100,000 within three days of its execution of the Agreement.

C. Use of City-owned Surplus Telecommunication Fiber by WISD. Separate from the fiber referenced in Paragraph B, the City also owns a surplus of available telecommunication fiber, some of which it will not utilize or need for the foreseeable future. In further consideration of WISD's commitment expressed in Paragraph B, the City also agrees to provide available telecommunication fiber access to WISD in a manner that will neither: 1) inhibit the City's technology needs in any way, both now and in the future; nor 2) compromise the security and confidentiality of the City's information systems.

D. Unauthorized Access. The mutual use of telecommunication fiber as expressed within Paragraphs B and C will be conducted securely, in a manner that will not compromise the security and confidentiality of the City's or WISD's information systems. The City and WISD mutually agree to avoid any attempt to breach the information systems other Party and not allow unauthorized users to access, modify, delete or otherwise corrupt the information systems in any

(28)

way. City and District shall notify the other party immediately if the security or integrity of any information has been compromised or is believed to have been compromised, in which event, the City or District, as the case may be, shall, in good faith, use all commercially reasonable efforts to cooperate with the other Party in identifying what information has been accessed by unauthorized means and shall fully cooperate with the other Party to protect such information from further unauthorized disclosure.

E. Confidential Information. WISD, for itself, its officers, agents and employees, agrees that it shall treat all information provided to it by the City as confidential and shall not disclose any such information to a third party without the prior written approval of the City, except as required by law. City, for itself and its officers, agents and employees, agrees that it shall treat all information provided to it by the District as confidential and shall not disclose any such information to a third party, except as required by law. In carrying out its duties, the City, and its officers, agents and employees, shall at all times recognize and respect the confidentiality of student information, including but not limited to confidential student records, and shall seek access to such records only for a "legitimate educational purpose" in accordance with the requirements of the Family Education Rights and Privacy Act, 20 U.S.C. §1232g ("FERPA") and Waxahachie ISD Board Policies FL (LEGAL) and (LOCAL).

Both Parties understand and agree that each Party is subject to the requirements of the Texas Public Information Act ("PIA"), Texas Government Code, Chapter 552. Nothing in this agreement shall be interpreted to waive the requirements of the PIA.

F. Independent Contractors. City and WISD shall operate hereunder as independent contractors and not as an officer, agent, servant or employee of either Party. City shall be solely responsible for the acts and omissions of its officers, members, agents, servants and employees. WISD shall be solely responsible for the acts and omissions of its officers, members, agents, servants, and employees. Neither City nor WISD shall be responsible under the Doctrine of Respondeat Superior for the acts and omissions of the officers, members, agents, servants, employees or officers of the other. Nothing in this Agreement shall waive any statutory or common-law immunity or defense of City or WISD.

G. Notice. Any notice given hereunder shall be in writing, and may be affected by personal delivery or by registered or certified mail, return receipt requested, at the address of the respective parties indicated below:

District: Superintendent
Waxahachie ISD
411 N. Gibson St.
Waxahachie, Texas 75165

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

(28)

The foregoing addresses for notice may be changed by either the City or WISD by delivering written notice of such change, in accordance with the requirements of this Section, to the other party.

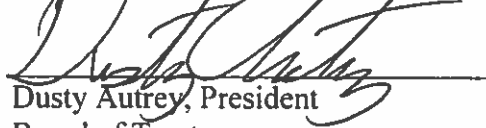
H. General Provisions.

1. **Interlocal Cooperation.** The City and WISD agree to cooperate with each other in good faith, at all times during the term hereof in order to effectuate the purposes and intent of this Agreement. Each party hereto acknowledges and represents that this Agreement has been duly authorized by their respective governing body.
2. **Entire Agreement/Amendments.** This Agreement contains the entire agreement between the parties respecting the subject matter thereof, and supersedes all prior understandings and agreements between the parties regarding such matters. This Agreement may not be modified or amended except by written agreement duly executed by the parties hereto.
3. **Invalid Provisions.** Any clause, sentence, paragraph or article of the Agreement which is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, in any respect shall not be deemed to impair, invalidate or nullify the remainder of this Agreement.
4. **Applicable Laws.** This Agreement shall be constructed in accordance with Texas law.
5. **Governmental Powers/Immunities.** It is understood and agreed that by execution of this Agreement, neither the City nor WISD waives or surrenders any of its governmental powers or immunities.
6. **No Waiver.** The failure of the City or WISD to insist upon the performance of any term or provision of this Agreement or to exercise any right granted herein shall not constitute a waiver of the City's or WISD's respective right to insist upon appropriate performance or to assert any such right on any future occasion.

I. Termination of Agreement. This Agreement may be terminated by either party upon eighteen (18) months written notice. Should this Agreement be terminated by WISD within the first five-year term of the Agreement, WISD will reimburse the City a prorated amount of the original \$100,000 compensation paid by the City equal to the amount of time remaining within the original five-year term. Should this agreement be terminated by WISD after the completion of the original five-year term, WISD will owe no reimbursement to the City.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in Waxahachie, Ellis County, Texas, this _____ day of _____, 2020.

**WAXAHACHIE INDEPENDENT
SCHOOL DISTRICT**


Dusty Autrey, President
Board of Trustees

Date: August 10, 2020

CITY OF WAXAHACHIE

David Hill, Mayor

Date: _____



Memorandum

To: Honorable Mayor and City Council
From: Tommy Ludwig, Assistant City Manager
Thru: Michael Scott, City Manager
Date: August 14, 2020
Re: Bid Award – Clift St., Flat St. and E. Madison St. Reconstruction

On Monday August 17, 2020, a bid award associated with Clift St., Flat St. and E. Madison St. reconstruction will appear before the City Council in an amount of \$1,648,620.77. Staff is also recommending City Council approve funding for a project contingency in the amount of \$82,000.

This project is part of the corridor rehabilitation capital improvement program. The project includes reconstruction Clift St from MLK Blvd to E. Madison St., Flat St. from Jefferson St. to the BNSF Railroad, and E. Madison St. from Flat St. to Clift St. with concrete pavement. The project also includes drainage improvements, water line replacement, various sewer repairs, sidewalk and street light installation. The bid included an alternate bid item to replace the base bid standard pedestrian rail with a decorative pedestrian rail. The bid also included an additive alternate to provide stamped and stained concrete treatment at crosswalks throughout the project.

There were 4 bidders for this project. J & K Excavation, LLC. was the lowest responsible bidder with a total bid of \$1,648,620.77 including the alternate and additive alternate. This bid was \$299,752.86 less than the next lowest responsive bidder. This project is a planned expense and the City budgeted \$1,889,480 to fund this scope of work.

I am available at your convenience should you need any additional information.

Tommy Ludwig

(29)



August 10, 2020

Mr. James Gaertner
Director of Public Works & Engineering
City of Waxahachie
401 S. Rogers Street
Waxahachie, Texas 75165

Re: Bid Results
Clift, S. Flat, and E. Madison Street Reconstruction
KHA No. 0612697039

Dear Mr. Gaertner:

On August 6, 2020, the City of Waxahachie received bids for the Clift, S. Flat, and E. Madison Street Reconstruction project. The project consists of the reconstruction of Clift Street from the southern limits to MLK Blvd, S. Flat Street from Jefferson Street to the BNSF Railroad, and E. Madison Street from S. Flat Street to Clift Street from an existing asphalt roadway to a concrete section. The project also includes the installation of storm drain, water lines, sidewalks, street lights and various sanitary sewer point repairs within the project limits.

The bid includes a base bid, an alternate bid and an additive alternate bid. A description of bids is below:

- **Base Bid:** This bid includes performing all aspects of the project.
- **Alternate Bid:** This alternate bid includes subtracting the TxDOT Handrail from the base bid and adding the construction of a 4' Height Decorative Pedestrian Railing to the base bid. If this bid is negative, it means the bid for constructing a pedestrian railing is more cost effective than constructing the TxDOT Handrail.
- **Additive Alternate Bid:** This bid includes installing Stamped 7" Concrete at the crosswalk locations throughout the limits of the project.

The low bid received for the base bid was \$1,619,120.77, -\$500.00, for the Alternate Bid and \$30,000.00 for the Additive Alternate bid. The total for the Base Bid, Alternate Bid and Additive Alternate Bid was \$1,648,620.77.

Kimley-Horn's Opinion of Probable Construction Cost (OPCC) of the base bid is \$1,856,410.00, the Alternate Bid was \$0.00, and the Additive Alternate Bid was \$30,000.00.

Kimley-Horn has reviewed the lowest bidder's qualifications and has verified that the Contractor's bonding company is licensed in the State of Texas. Based on these reviews it appears that J&K Excavation, LLC. is the lowest qualified responsive bidder. Enclosed is a copy of the Bid Summary report and itemized Bid Tabulation for your reference. The contract for the project is 210 calendar days.

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Thank you for the opportunity to be of service to the City of Waxahachie. Should you have any questions or comments, please do not hesitate to contact me.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

A handwritten signature in blue ink that reads "Misty Christian".

Misty D. Christian, P.E., CFM

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**City of Waxahachie, Texas
Clift, S. Flat, and E. Madison Street Reconstruction**

BID SUMMARY

Bids Received at 10:00 am on Thursday, August 6, 2020

Contractor	Total Base Bid	Total Alternate Bid	Total Base Bid plus Bid Alternate	Total Additive Alternate Bid #1	Total Base Bid Plus Bid Alternate and Additive Alternate #1
1. J&K Excavation, LLC PO Box 886 Italy, TX 76651	\$1,619,120.77	-\$500.00	\$1,618,620.77	\$30,000.00	\$1,648,620.77
2. McMahon Contracting, LP 3019 Roy Orr Blvd. Grand Prairie, TX 75050	\$1,845,183.13	\$4,850.50	\$1,850,033.63	\$98,340.00	\$1,948,373.63
3. Axis Contracting, Inc. PO Box 360715 Dallas, TX 75336	\$1,954,364.00	\$1,700.00	\$1,956,064.00	\$27,600.00	\$1,983,664.00
4. FNH Construction, LLC 4099 McEwen Road, Ste. 600 Farmers Branch, TX 75244	\$2,313,100.00	\$750.00	\$2,313,850.00	\$25,000.00	\$2,338,850.00



Memorandum

To: Honorable Mayor and City Council

From: Tommy Ludwig, Assistant City Manager

Thru: Michael Scott, City Manager *[Signature]*

Date: August 14, 2020

Re: Bid Award – Royal Street Paving, Drainage and Utility Reconstruction

On Monday August 17, 2020, a bid award associated with Royal Street paving, drainage and utility reconstruction will appear before the City Council in an amount of \$932,524.50. Staff is also recommending City Council approve funding for a project contingency in the amount of \$45,000.

This project is part of the corridor rehabilitation capital improvement program. The project, located between US 77 and Gibson Street, will include replacing the existing asphalt road with a new concrete street, installing drainage improvements, reconstructing sanitary sewer, reconstructing sidewalks, and the addition of street lights.

There were 9 bidders for this project and XIT Paving and Construction, Inc. was the lowest responsible bidder. This bid was \$19,969.30 less than the next lowest responsible bidder. This project is a planned expense and the City budgeted \$1,043,000 to fund this scope of work.

I am available at your convenience should you need any additional information.

Tommy Ludwig

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BIRKHOFF, HENDRICKS & CARTER, L.L.P.
PROFESSIONAL ENGINEERS

11910 Greenville Ave., Suite 600

Dallas, Texas 75243

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JOE R. CARTER, P.E.
MATT HICKEY, P.E.
ANDREW MATA, JR., P.E.

JOSEPH T. GRAJEWSKI, III, P.E.
DEREK B. CHANEY, P.E., R.P.L.S.
CRAIG M. KIRKHOFF, P.E.
JUSTIN R. IVY, P.E.
CARTER BURGITT, P.E.

August 11, 2020

Mr. James Gaertner, P.E., CFM
Director of Public Works & Engineering
City of Waxahachie
P. O. Box 757
Waxahachie, Texas 75168-0757

Re: Royal Street Paving, Drainage & Utility Reconstruction - Project No. 20-012
Bid Summary & Evaluation

Dear Mr. Gaertner:

We have checked the bids received at 2:00 p.m., Wednesday, August 5, 2020, for the Royal Street Paving, Drainage & Utility Reconstruction Project. We are enclosing two (2) copies of the Bid Summary.

XIT Paving and Construction Inc. of Waxahachie, Texas submitted the low bid in the amount of \$932,524.50. References were included on recent similar projects completed by XIT for Plano, Garland, Ennis and Richardson. The contacts provided for each of the references reported that XIT was knowledgeable, communicated well, and successfully completed the projects indicating they would hire them again.

Accordingly, based on the information we have available to us, we recommend that the City accept the bid from XIT Paving and Construction Inc. and award them a contract in the amount of \$932,524.50 for construction of the Royal Street Paving, Drainage & Utility Reconstruction Project.

We are available to discuss our evaluation further at your convenience.

Sincerely,



Joseph T. Grajewski, P.E.

Enclosures

Cc: Mr. Jim Lockart, P.E., CFM

(30)

**City of Waxahachie, Texas
Royal Street Paving, Drainage & Utility Reconstruction
Project No. 20-012**

BID SUMMARY

Bids Received at 2:00 p.m., Wednesday, August 5, 2020

<u>Contractor</u>	<u>Total Amount Bid</u>
1. XIT Paving and Construction Inc. 3934 South Highway 287 Waxahachie, Texas 75165 Doug Spradley 972-351-9906 doug@xitpaving.com	<u>\$ 932,524.50</u>
2. J & K Excavation P.O. Box 886 Italy, Texas 76651 Joshua Trees 972-923-2250 jkexcavation@yahoo.com	<u>\$ 952,493.80</u>
3. Circle H Contractors, LP P.O. Box 220 Midlothian, Texas 76065 Brad Owens 972-723-0802 brad@circlehcontractors.com	<u>\$ 954,312.50</u>
4. McMahon Contracting, LP 3019 Roy Orr Blvd Grand Prairie, Texas 75050 Shawn McMahon 972-263-6907 estimating@mcmahoncontracting.com	<u>\$ 957,279.83</u>
5. Reliable Paving, Inc. 1903 North Peyco Drive Arlington, Texas 76001 Charles Long 817-467-0779 steven@reliablepaving.com	<u>\$ 1,044,692.00</u>
6. AXIS Contracting, Inc. P.O. Box 360715 Dallas, Texas 75336 Christopher Quentin	<u>\$ 1,103,591.00</u>

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972-557-3672
chrisquentin@sbcglobal.net

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| 7. | Estrada Concrete Company LLC
309 Nichols Drive
Hutchins, Texas 75141
David Bowers
808-294-7176
d.bowers@estradaconcrete.com | <u>\$ 1,128,142.00</u> |
| | | |
| 8. | HQS Construction, LLC
P.O. Box 250771
Plano, Texas 75025
Qasim Rasul
972-208-2349
bids@hqsconstruction.com | <u>\$ 1,135,901.00</u> |
| | | |
| 9. | FNH Construction, LLC
4099 McEwen Ste. 600
Farmers Branch, Texas 75244
Candace Gillespie
469-248-2720
candace@fnhconstruction.com | <u>\$ 1,202,673.00</u> |



Memorandum

To: Honorable Mayor and City Council
From: Gumaro Martinez, Assistant Director Parks & Rec
Thru: Michael Scott, City Manager
Date: August 11, 2020
Re: Consider Authorizing Professional Engineering Design Services by Aqueous Engineering for Lee Penn Park Pool Renovation

Item Description: Consider authorizing professional engineering design services by Aqueous Engineering for Lee Penn Park Pool renovations as part of Phase IV Improvements previously approved by City Council.

Item Summary: Staff has obtained a proposal from Aqueous Engineering to renovate Lee Penn Park Pool in the amount of \$62,000. The scope of the project will include demolishing the existing pool, bathhouse and pump room buildings. A new pool within the same footprint of the existing pool, but with substantially more deck space and amenities will be considered. In addition, the bathhouse and pump room building will be designed to be in one common building. Other design services include electrical panels, building mechanical/electrical/plumbing, and site lighting (if required). Aqueous' proposal also includes construction administration, bidding and negotiation services. Staff recommends accepting the proposal from Aqueous Engineering, in the amount of \$62,000. Any additional services will be billed at the hourly rate plus expenses as set forth in proposal.

Fiscal Impact: The fees associated with design and engineering services provided by Aqueous Engineering will be funded by the 2019 CO Park Bond – Fund 432. The fund balance is adequate to absorb the cost of the services provided, and staff does not anticipate any unexpected additional costs.



Memorandum

To: Honorable Mayor and City Council

From: Tommy Ludwig, Assistant City Manager

Thru: Michael Scott, City Manager

Date: August 11, 2020

Re: Lake Waxahachie Raw Water Pump Station No. 2 Electrical Improvements

On Monday, August 17, 2020 an item authorizing professional services with Plummer and Associates, Inc. for the Lake Waxahachie Raw Water Pump Station No. 2 Electrical Improvements Project, associated with the City's Capital Improvement Plan, will appear before the City Council for consideration, in the amount of \$86,480.

The contract will provide for the design of electrical improvements and a new motor control center for Raw Pumps No. 1 and No 2. for the Raw Water Pump Station No. 2 at Lake Waxahachie. Design is estimated to be complete prior to the end of this calendar year, with construction preliminarily scheduled to begin in the spring of 2021.

This project will upgrade the antiquated electrical control systems, initially constructed in 1991, to modern systems with more readily available components. These upgrades will provide more reliable operations, helping ensure an uninterrupted supply of raw water to the water treatment plant. During the engineering process, variable speed drives will be evaluated to provide a wider range of flows to the plant, which will provide more flexibility to the operations of the plant.

(32)

The design portion of this project is funded in the City's FY 19-20 Operations and Maintenance Budget.

I am available at your convenience should you need additional information.

Tommy Ludwig