

A G E N D A

A regular meeting of the Mayor and City Council of the City of Waxahachie to be held in the Council Chamber at City Hall, 401 S. Rogers, Waxahachie, Texas, on ***Monday, October 2, 2023 at 7:00 p.m.***

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

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

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

- a. Minutes of the City Council meeting of September 18, 2023
 - b. Minutes of the City Council briefing of September 18, 2023
 - c. Event application for Strut Your Mutt 2024 to be held May 18, 2024 at Getzendaner Park
 - d. Event application for Trunk o' Treat at Railyard Park to be held October 21, 2023
 - e. Event application for Hallo-Screening with Hot 93.3 to be held October 21, 2023 at Railyard Park
 - f. Event application for Dedication of Bessie Coleman Memorial Bridge to be held October 21, 2023
 - g. Professional Services Agreement for Waxahachie Municipal Court Prosecutor
6. ***Introduce*** Honorary Council Member
7. ***Present*** Proclamation proclaiming October 5, 2023 as "Waxahachie Teachers' Day"
8. ***Public Hearing*** on a request by Yomi Fayiga, for a Specific Use Permit (SUP) for an Electronic Message Sign use within a General Retail (GR) zoning district located at 200 N US Highway 77 (Property ID: 227579) – Owner: Crux Investments LP (ZDC-73-2023)

9. **Consider** proposed Ordinance approving Zoning Change No. ZDC-73-2023
10. **Public Hearing** on a request by Mahendra Kandepu, Lillian Custom Homes, for an Amendment to Ordinance No. 3105, to allow for a revised site plan and development standards within an approved Planned Development located at the intersection of Vermont Street and Parks School House Road (Property ID: 226116) – Owner: Falcon’s Landing A Series of EIS Development II LLC (ZDC-118-2023)
11. **Consider** proposed Ordinance approving ZDC-118-2023
12. **Consider** Development Agreement for ZDC-118-2023
13. **Public Hearing** on a request by Viran Nana. Developer, for a Specific Use Permit (SUP) for a car wash use within a General Retail (GR) zoning district located on the southeast corner of Indian Drive and Brown Street (Property ID 295113) - Owner: Buffalo Creek Plaza LLC (ZDC-100-2023)
14. **Consider** proposed Ordinance approving ZDC-100-2023
15. **Consider** Development Agreement for ZDC-100-2023
16. **Consider** a request by Ric Choate for a Site Plan for the Rialto Restaurant & Holding Cell Live Music Venue, located at 216 N College St. (Property ID: 217175) – Owner: City of Waxahachie (SP-104-2023)
17. **Consider** appointments to fill unexpired terms on the Waxahachie Housing Authority Board and Keep Waxahachie Beautiful Committee
18. Comments by Mayor, City Council, City Attorney and City Manager
19. Adjourn

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

A regular meeting of the Mayor and City Council of the City of Waxahachie was held in the Council Chamber at City Hall, 401 S. Rogers, Waxahachie, Texas, on Monday, September 18, 2023 at 7:00 p.m.

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

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

1. Call to Order

Mayor David Hill called the meeting to order.

2. Invocation

3. Pledge of Allegiance and Texas Pledge of Allegiance

City Manager Michael Scott gave the invocation and led the Pledge of Allegiance and the Texas Pledge of Allegiance.

4. Public Comments

None.

5. Consent Agenda

- a. Minutes of the City Council meeting of September 5, 2023
- b. Minutes of the City Council briefing of September 5, 2023
- c. Minutes of the City Council and Planning and Zoning joint work session of September 11, 2023
- d. Event application for Waxahachie High School Homecoming Parade to be held on October 6, 2023
- e. Event application for Oddfellows Lodge #80 Annual OddFest to be held on October 7, 2023
- f. Proposed Ordinance approving a request by William and Ramona Leonhardt, Owner, for a Petition for ETJ Release for approximately 8.02 acres, located at 181 Buchanan Drive, situated in the Extra Territorial Jurisdiction of the City of Waxahachie (Property ID 198475) – Owner: William and Ramona Leonhardt (ETJ-PTN-128-2023)
- g. Proposed Ordinance approving a request by Cross Fence Development, LLC, Owner, for a Petition for ETJ Release for approximately 206.27 acres, located north of 704 Hoyt Road, situated in the Extra Territorial Jurisdiction of the City of

(5a)

Waxahachie (Property ID 188147) – Owner: Cross Fence Development, LLC (ETJ-PTN-129-2023)

- h. Proposed Ordinance approving a request by Dycal Land Holdings, LLC, Owner, for a Petition for ETJ Release for approximately 22.62 acres, located west of 124 Berkshire Lane, situated in the Extra Territorial Jurisdiction of the City of Waxahachie (Property ID 289910) – Owner: Dycal Land Holdings, LLC (ETJ-PTN-131-2023)
- i. Proposed Ordinance approving a request by Jireten, LLC, owner, for a Petition for ETJ Release for approximately 21.62 acres, the first tract located south of 1500 FM 387 and the second tract located east of 333 Robnett Road, situated in the Extra Territorial Jurisdiction of the City of Waxahachie (Property ID 296680 and 289836) – Owner: Jireten, LLC (ETJ-PTN-133-2023)
- j. Proposed Ordinance approving a request by AP Rock Springs, Inc., and AP Waxahachie Limited Partnership, owners, for a Petition for ETJ Release for approximately 317.16 acres located west of 1415 Gibson Road, Waxahachie, Texas, situated in the Extra Territorial Jurisdiction of the City of Waxahachie (Property ID 139002, 180444, 138303, 138713, and 274487) – Owner: AP Rock Springs, Inc. and AP Waxahachie Limited Partnership (ETJ-PTN-000134-2023)

ORDINANCE NO. 3396

AN ORDINANCE AUTHORIZING THE RELEASE FROM THE CITY OF WAXAHACHIE'S EXTRATERRITORIAL JURISDICTION OF A 8.02 ACRE TRACT OF LAND, LOCATED AT 181 BUCHANAN DRIVE, KNOWN AS PROPERTY ID 198475, AND ORDERING THE CHANGING OF THE CITY OF WAXAHACHIE'S EXTRATERRITORIAL JURISDICTION BOUNDARY MAP IN ACCORDANCE WITH SAID CHANGE.

ORDINANCE NO. 3397

AN ORDINANCE AUTHORIZING THE RELEASE FROM THE CITY OF WAXAHACHIE'S EXTRATERRITORIAL JURISDICTION OF A 206.27 ACRE TRACT OF LAND, LOCATED NORTH OF 704 HOYT ROAD, KNOWN AS PROPERTY ID 188147, AND ORDERING THE CHANGING OF THE CITY OF WAXAHACHIE'S EXTRATERRITORIAL JURISDICTION BOUNDARY MAP IN ACCORDANCE WITH SAID CHANGE.

ORDINANCE NO. 3398

AN ORDINANCE AUTHORIZING THE RELEASE FROM THE CITY OF WAXAHACHIE'S EXTRATERRITORIAL JURISDICTION OF A 22.62 ACRE TRACT OF LAND, LOCATED WEST OF 124 BERKSHIRE LANE, KNOWN AS PROPERTY ID 289910, AND ORDERING THE CHANGING OF THE CITY OF WAXAHACHIE'S EXTRATERRITORIAL JURISDICTION BOUNDARY MAP IN ACCORDANCE WITH SAID CHANGE.

ORDINANCE NO. 3399

(5a)

AN ORDINANCE AUTHORIZING THE RELEASE FROM THE CITY OF WAXAHACHIE'S EXTRATERRITORIAL JURISDICTION OF 21.62 ACRES OF LAND, THE FIRST TRACT LOCATED SOUTH OF 1500 FM 387 (PROPERTY ID 296680) AND THE SECOND TRACT LOCATED EAST OF 333 ROBBETT ROAD (PROPERTY ID 289836), AND ORDERING THE CHANGING OF THE CITY OF WAXAHACHIE'S EXTRATERRITORIAL JURISDICTION BOUNDARY MAP IN ACCORDANCE WITH SAID CHANGE.

ORDINANCE NO. 3400

AN ORDINANCE AUTHORIZING THE RELEASE FROM THE CITY OF WAXAHACHIE'S EXTRATERRITORIAL JURISDICTION OF A 317.16 ACRE TRACT OF LAND, LOCATED WEST OF 1415 GIBSON ROAD, KNOWN AS PROPERTY ID 139002, 180444, 138303, 138713, AND 274487, AND ORDERING THE CHANGING OF THE CITY OF WAXAHACHIE'S EXTRATERRITORIAL JURISDICTION BOUNDARY MAP IN ACCORDANCE WITH SAID CHANGE.

Action:

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

6. Introduce Honorary Council Member

Mayor Pro Tem Chris Wright recognized James Alan Fox as the Honorary Council Member for September. Mr. Fox was born in 1956 at Carswell Air Force Base, the middle child of an Air Force Master Sergeant. The Air Force sent him to many places in his youth, including Hawaii and Montana, finally settling back at home in Fort Worth where he graduated from Castleberry High School. He has three children, one stepson, and nine grandchildren.

Alan has had many diverse occupations in his lifetime, being everything from a long-haul truck driver to managing many bookstores and coffee houses. A passion for customer service and the gift of an outgoing personality has served him well. He moved to Waxahachie in 2007 after falling in love with a local girl, Robin, then the city itself. He is a passionate supporter of all things "Hachie" including attending WHS sporting events, WHS plays, concerts at local venues, and local politics and government. Alan genuinely loves the people of Waxahachie. In his semi-retirement, he enjoys riding the local hike/bike trails on his eBike, writing, and traveling, especially to the beach in South Padre. He looks forward to enjoying many more years in Waxahachie.

7. Present Proclamation proclaiming September 17-23, 2023 as "Constitution Week"

Mayor Hill presented a Proclamation recognizing September 17-23, 2023 as "Constitution Week."

8. Request to appear by Elizabeth Tull, President of the Waxahachie Arts Council, to present Annual Financial Report for Waxahachie Arts Council and consider request to extend contract

(5a)

Elizabeth Tull, President of Waxahachie Arts Council, presented the item.

Action:

Patrick Souter moved to approve the extension of the contract between the City of Waxahachie and the Waxahachie Arts Council, Inc. and authorize the Mayor and/or City Manager to execute all associated documents as necessary. Motion was seconded by Travis Smith and carried unanimously (5-0).

9. Consider proposed Ordinance amending Ordinance No. 3383 by extending the interim ban on new short-term rentals, and on current short-term rentals that have been determined to be a nuisance, to November 1, 2023; and providing an effective date

ORDINANCE NO. 3401

AN ORDINANCE OF THE CITY OF WAXAHACHIE, TEXAS, AMENDING ORDINANCE NO. 3383 BY EXTENDING THE INTERIM BAN ON NEW SHORT-TERM RENTALS, AND ON CURRENT SHORT-TERM RENTALS THAT HAVE BEEN DETERMINED TO BE A NUISANCE, TO NOVEMBER 1, 2023; AND PROVIDING AN EFFECTIVE DATE.

Action:

Billie Wallace moved to approve an Ordinance amending Ordinance No. 3383 by extending the interim ban on new short-term rentals, and on current short-term rentals that have been determined to be a nuisance, to November 1, 2023. Motion was seconded by Patrick Souter and carried unanimously (5-0).

10. Continue Public Hearing on a request by the City of Waxahachie for a textual amendment to the City Zoning Ordinance, Ordinance No. 3020, to create Short-Term Rental Definitions, and use regulations, Section 3.27 and Use Regulations, Section 4.03 Use Charts, (ZTA-92-2023) to address Short Term Rental (STR) uses

Action:

Billie Wallace moved to continue the Public Hearing for adopting the short-term rental ordinance to the October 16, 2023 City Council meeting. Motion was seconded by Patrick Souter and carried unanimously (5-0).

11. Consider proposed Ordinance approving ZTA-92-2023 and establish fee

No action taken.

12. Consider proposed ordinance amending Ordinance No. 2778 "Providing for Lateral Entry for Police Officers and Firefighters" by amending section 3.1(c)(i) to clarify the beginning pay rate for lateral entries

The Item was presented by Senior Director of Human Resources Lindsey Mearns.

(5a)

ORDINANCE NO. 3402

AN ORDINANCE OF THE CITY OF WAXAHACHIE, TEXAS, AMENDING ORDINANCE NO. 2778 "PROVIDING FOR LATERAL ENTRY FOR POLICE OFFICERS AND FIREFIGHTERS" BY AMENDING SECTION 3.1(c)(i) TO CLARIFY THE BEGINNING PAY RATE FOR LATERAL ENTRIES.

Action:

Billie Wallace moved to approve the proposed Ordinance amending Ordinance No. 2778 "Providing for Lateral Entry for Police Officers and Firefighters" by amending section 3.1 (c)(i) to clarify the beginning pay rate for lateral entries and authorize the City Manager and/or Mayor to execute all necessary documents. Motion was seconded by Travis Smith and carried unanimously (5-0).

- 13. Consider proposed Resolution authorizing defeasance and redemption of the City's outstanding obligations and other related matters**

The Item was presented by Senior Director of Finance Chad Tustison.

RESOLUTION NO. 1350

RESOLUTION AUTHORIZING DEFEASANCE AND REDEMPTION OF CERTAIN OF THE CITY'S OUTSTANDING OBLIGATIONS AND OTHER RELATED MATTERS

Action:

Billie Wallace moved to approve the Resolution authorizing defeasance and redemption of the City's outstanding obligations and other related matters. Motion was seconded by Travis Smith and carried unanimously (5-0).

- 14. Consider approval of a Construction Contract with Viking Dredging, LLC for the Lake Bardwell Channel Dredging Project**

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

Action:

Patrick Souter moved to approve a construction contract with Viking Dredging, LLC for \$1,260,012 and construction contingency in the amount of \$63,000 for the Lake Bardwell Raw Water Intake Channel Dredging Project and authorize the City Manager to execute all necessary documents. Motion was seconded by Chris Wright and carried unanimously (5-0).

- 15. Consider water line relocation and Easement Acquisition Agreement between Sardis Lone Elm Water Supply Corporation and City of Waxahachie**

The Item was presented by Executive Director of Public Works and Utilities James Gaertner.

(5a)

Action:

Billie Wallace moved to approve the water line relocation and easement acquisition agreement between Sardis Lone Elm Water Supply Corporation and City of Waxahachie and authorize the City Manager and/or Mayor to execute all necessary documents. Motion was seconded by Patrick Souter and carried unanimously (5-0).

16. Consider approval of the Waxahachie Creek Letter of Map Revision Project Agreement with Halff Associates, Inc.

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

Action:

Billie Wallace moved to approve the Waxahachie Creek Letter of Map Revision Project Agreement with Halff Associates, Inc. in the amount of \$60,000 and authorize the City Manager to execute all necessary documents. Motion was seconded by Patrick Souter and carried unanimously (5-0).

17. Consider proposed Resolution temporarily suspending activities and authority of the Joint Airport Board

The Item was presented by Senior Director of Administrative Services Richard Abernethy.

RESOLUTION NO. 1351

A RESOLUTION OF THE CITY COUNCILS OF THE CITY OF MIDLOTHIAN AND THE CITY OF WAXAHACHIE, TEXAS, APPROVING A SUSPENSION OF THE ACTIVITIES AND AUTHORITY OF THE JOINT AIRPORT BOARD UNTIL A REVISED JOINT AIRPORT AGREEMENT IS COMPLETED AND ADOPTED BY BOTH CITIES

Action:

Billie Wallace moved to adopt a Resolution, contingent upon the Resolution being adopted by both the City of Waxahachie and the City of Midlothian, that temporarily suspends the activities and authority of the Joint Airport Board until a revised Joint Airport Agreement is adopted by both the City of Midlothian and City of Waxahachie. Motion was seconded by Chris Wright and carried unanimously (5-0).

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

Council Member Patrick Souter recognized the Waxahachie Arts Council noting the eight (8) participating organizations bring entertainment, music, and education to the community.

Mayor Pro Tem Chris Wright thanked Alan Fox for his consistent attendance at City Council meetings and his involvement in local government. Mr. Wright recognized Terry Hill for organizing the C10s in the Park event this past weekend and thanked City staff for their assistance.

City Manager Michael Scott announced the City Secretary's Office will vacate City Hall on September 22nd and the last public meeting in the Council Chambers, before renovations begin,

(5a)

will be October 2nd.

Senior Director of Planning Jennifer Pruitt thanked City Council for providing direction regarding the short-term rental ordinance.

Mayor David Hill recognized Terry Hill for the C10s in the Park event, noting the event drew in more than 1200 trucks to Getzendaner Park and people came from all across the United States. Mayor Hill also thanked staff for their assistance with the event.

19. Adjourn

There being no further business, the meeting adjourned at 7:33 p.m.

Respectfully submitted,

Amber Villarreal
City Secretary

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, September 18, 2023 at 6:00 p.m.

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

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

1. Call to Order

Mayor David Hill called the meeting to order.

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

City staff briefed Council on the following September 18, 2023 regular meeting agenda items:

5. Consent Agenda
6. Introduce Honorary Council Member
7. Present Proclamation proclaiming September 17-23, 2023 as "Constitution Week"
8. Request to appear by Elizabeth Tull, President of the Waxahachie Arts Council, to present Annual Financial Report for Waxahachie Arts Council and consider request to extend contract
9. Consider proposed Ordinance amending Ordinance No. 3383 by extending the interim ban on new short-term rentals, and on current short-term rentals that have been determined to be a nuisance, to November 1, 2023; and providing an effective date
10. Continue Public Hearing on a request by the City of Waxahachie for a textual amendment to the City Zoning Ordinance, Ordinance No. 3020, to create Short-Term Rental Definitions, and use regulations, Section 3.27 and Use Regulations, Section 4.03 Use Charts, (ZTA-92-2023) to address Short Term Rental (STR) uses
11. Consider proposed Ordinance approving ZTA-92-2023 and establish fee
12. Consider proposed ordinance amending Ordinance No. 2778 "Providing for Lateral Entry for Police Officers and Firefighters" by amending section 3.1(c)(i) to clarify the beginning pay rate for lateral entries
13. Consider proposed Resolution authorizing defeasance and redemption of the City's outstanding obligations and other related matters
14. Consider approval of a Construction Contract with Viking Dredging, LLC for the Lake Bardwell Channel Dredging Project
15. Consider water line relocation and Easement Acquisition Agreement between Sardis Lone Elm Water Supply Corporation and City of Waxahachie

(5b)

16. Consider approval of the Waxahachie Creek Letter of Map Revision Project Agreement with Halff Associates, Inc.
17. Consider proposed Resolution temporarily suspending activities and authority of the Joint Airport Board

No action taken.

3. Adjourn

There being no further business, the meeting adjourned at 6:46 p.m.

Respectfully submitted,

Amber Villarreal
City Secretary



City of Waxahachie
City Secretary's Office

(50)

Special Event Application

Date submitted

Applicant name: Jan Scoggins/SPCA of Texas

Are you representing the host organization?

Yes ☒

No ☐

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

Yes ☒

No ☐

Phone:

Cell:

Email:

jscoggins@spca.org

Mailing address:

2400 Lone Star Drive, Dallas TX 75212

Host organization name:

SPCA of Texas

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

On-site contact name:

Maura Davies

Cell:

Event name:

Strut Your Mutt 2024

Date:

Saturday May 18, 2024

Location:

Getzendaner Park, Waxahachie TX

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

Anticipated attendance:

300

Description of event:

3K Fun Walk plus dog related booths/food trucks

	Date(s)	Start Time:	End Time:
Event Date	May 18, 2024	9 am	12 noon
Event Set-up	May 18, 2024	5 am	
Event Breakdown	May 18, 2024	12 noon	

How many times has this event been hosted before?

1st time ☐

2 – 4 times ☒

5 or more times ☐

Location:



(56)

Choose the best description of the event:

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

Event activities include (check all that apply):

- | | |
|--|--|
| <input type="checkbox"/> Amusement rides / Inflatables | <input checked="" type="checkbox"/> Food – sampled, served, or sold |
| <input checked="" type="checkbox"/> Animals / Petting Zoo | <input checked="" type="checkbox"/> Products / Services – given away, sampled, or sold |
| <input type="checkbox"/> Announcement / Speeches | <input type="checkbox"/> Live music |
| <input type="checkbox"/> Information / Literature Distribution | <input type="checkbox"/> Street closure |
| <input type="checkbox"/> DJ / Recorded Music | <input type="checkbox"/> Other: 3K fun walk on trail at Getzendaner |

The event is:

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

Admission information, if applicable:

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

\$35 Registration Fee/additional donations encouraged

Run / Walk:

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

_____ 1 mile _____ 5K 9 am/3K Other distance

Please indicate your expected attendance: _____

Number of participants:

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

Provide route on attached site map.



Food / Beverage:

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

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

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

Police / Security Services:

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

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

Contact name and number: _____

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

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

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

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

Contact name: _____ Phone number: _____

Street Closures:

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

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

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

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

City Equipment:

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

Availability is not guaranteed

Streets cannot be blocked without prior approval.

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

Traffic Cones How many: _____ Barricades How many: _____



City of Waxahachie
City Secretary's Office

Special Event Application

(5c)

Other: _____

Where should equipment be dropped off & picked up? _____

When will the equipment be set-up? _____

Date: _____ Time: _____

When will the equipment be removed? _____

Date: _____ Time: _____

Temporary Tents & Structures:

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

Yes ☐

No ☒

List the # of tents & sizes: _____

Indicate locations on attached required site map.

Electrical Services:

How will electrical services be supplied? _____

Generator ☐

Franchise Utilities ☐

Both ☐

List contractor / supplier: _____

Explain services in detail: _____

Will use electrical outlets at Getzendaner Park

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

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

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

Jan Scoggins

Digitally signed by Jan Scoggins
Date: 2023.09.12 15:35:47 -05'00'

9-12-23

Signature

Date

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

Jan Scoggins

Digitally signed by Jan Scoggins
Date: 2023.09.12 15:36:08 -05'00'

9-12-23

Signature

Date

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

GETZENDANER MEMORIAL PARK

START/FINISH

— 3K



WATER STATION



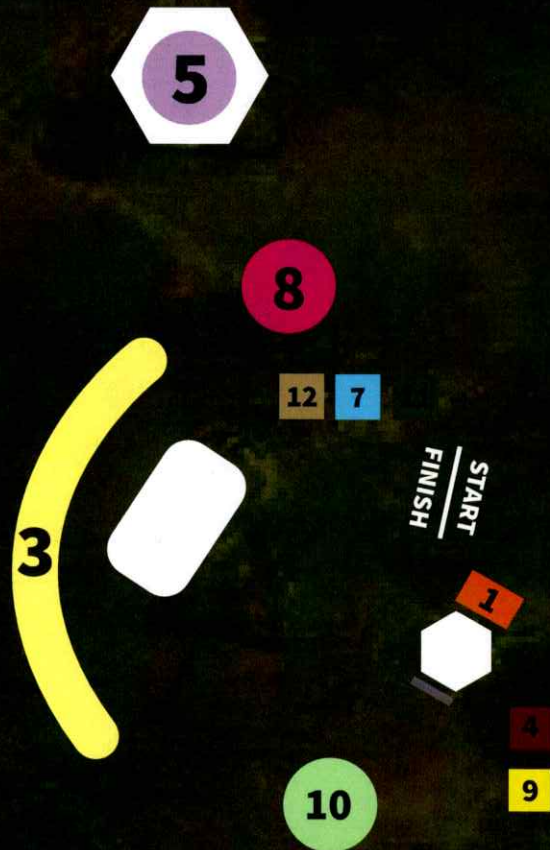


Ellis County Strut Your Mutt 2023 **SITE MAP:**

- 1** STAGE
- 2** FOOD TRUCKS
- 3** VENDOR BOOTHS
- 4** DOG MEDICAL
- 5** REGISTRATION, HQ, & VOL
- 6** MOBILE ADOPTION VEHICLE
- 7** WATER STATION
- 8** POOLS
- 9** ELLIS COUNTY SHERIFF'S TENT
- 10** KIDS CORRAL/BOUNCE HOUSE
-  GOODY BAGS
- 12** FOOD TABLE
-  STEP & REPEAT

Restrooms

2 **2** **2** **2** **6**



START
FINISH



Date submitted 8/30/23

Applicant Information

Applicant name: Danielle Guinn

Are you representing the host organization?

Yes ☒

No ☐

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

Yes ☒

No ☐

Phone: 469-309-4051

Cell: _____

Email: danielle.guinn@waxahachie.com

Mailing address: 2000 Civic Center Lane, Waxahachie, TX 75165

Host organization name: Railyard Park

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

On-site contact name: Becca Lockridge

Cell: 469-658-9435

About the Event

Event name: Trunk o' Treat at Railyard Park

Date: 10/21/23

Location: Railyard Park

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

Anticipated attendance: 500

Description of event: Trunk o' Treat with First Responders of Ellis County

Trick o' Treat through an alley of vendors/organizations decorated for Halloween

	Date(s)	Start Time:	End Time:
Event Date	10/21/23	4:00pm	6:00pm
Event Set-up	10/21/23	1:00pm	-
Event Breakdown	10/21/23	-	7:00pm

How many times has this event been hosted before?

1st time ☒

2 – 4 times ☐

5 or more times ☐

Location: _____



Choose the best description of the event:

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

Event activities include (check all that apply):

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

The event is:

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

Admission information, if applicable:

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

Run / Walk:

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

_____ 1 mile _____ 5K _____ Other distance

Please indicate your expected attendance: _____

Number of participants:

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

Provide route on attached site map.



Food / Beverage:

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

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

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

Police / Security Services:

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

Event staff How many: 2 Date(s) & time(s): 10/21/23 12:00pm - 1:00pm
Volunteers How many: _____ Date(s) & time(s): _____
Private security How many: _____ Date(s) & time(s): _____
Company name: _____

Contact name and number: _____

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

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

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

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

Contact name: _____ Phone number: _____

Street Closures:

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

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

College Street in front of Railyard Park

Street closings to begin on date: 10/21/23 Start time: 1:00pm End time: 7:00pm

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

City Equipment:

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

Availability is not guaranteed

Streets cannot be blocked without prior approval.

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

Traffic Cones How many: _____ Barricades How many: 6



City of Waxahachie
City Secretary's Office

(5d)

Special Event Application

Other: _____

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

When will the equipment be set-up?

Date: 10/21/23

Time: 1:00pm

When will the equipment be removed?

Date: 10/21/23

Time: 7:00pm

Temporary Tents & Structures:

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

Yes ☐

No ☒

List the # of tents & sizes:

Indicate locations on attached required site map.

Electrical Services:

How will electrical services be supplied?

Generator ☐

Franchise Utilities ☐

Both ☒

List contractor / supplier:

Food trucks to provide private generators for food trucks

Explain services in detail:

Stage power needed for DJ

Insurance

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

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

Hold Harmless Clause

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

Danielle Guinn

Digitally signed by Danielle Guinn
Date: 2023.08.30 13:25:13 -05'00'

08/30/23

Signature

Date

Contract Agreement

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

Danielle Guinn

Digitally signed by Danielle Guinn
Date: 2023.08.30 13:25:20 -05'00'

08/30/23

Signature

Date

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

RAILYARD PARK

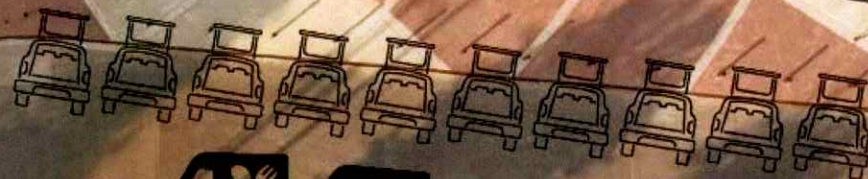
TRUNK O' TREAT AT RAILYARD PARK

FACE
PAINTER

HEB

RYP

(5d)





Date submitted 8/30/23

Applicant Information

Applicant name: Danielle Guinn

Are you representing the host organization?

Yes ☒

No ☐

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

Yes ☒

No ☐

Phone: 469-309-4051

Cell: _____

Email: danielle.guinn@waxahachie.com

Mailing address: 2000 Civic Center Lane, Waxahachie, TX 75165

Host organization name: Railyard Park

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

On-site contact name: _____

Cell: _____

About the Event

Event name: Hallo-Screening with Hot 93.3

Date: 10/21/23

Location: Railyard Park

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

Anticipated attendance: 500

Description of event: Halloween movie screening & costume contest

Dance performance by Danceworks

	Date(s)	Start Time:	End Time:
Event Date	10/21/23	5:00pm	8:30pm
Event Set-up	10/21/23	2:00pm	-
Event Breakdown	10/21/23	-	10:00pm

How many times has this event been hosted before?

1st time ☐

2 – 4 times ☒

5 or more times ☐

Location: _____



Choose the best description of the event:

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

Event activities include (check all that apply):

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

The event is:

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

Admission information, if applicable:

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

Run / Walk:

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

_____ 1 mile _____ 5K _____ Other distance

Please indicate your expected attendance: _____

Number of participants:

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

Provide route on attached site map.



Food / Beverage:

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

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

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

Police / Security Services:

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

Event staff How many: 2 Date(s) & time(s): 10/21/23 2:00pm - 10:00pm
Volunteers How many: _____ Date(s) & time(s): _____
Private security How many: _____ Date(s) & time(s): _____
Company name: _____

Contact name and number: _____

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

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

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

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

Contact name: _____ Phone number: _____

Street Closures:

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

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

College Street in front of Railyard Park

Street closings to begin on date: 10/21/23 Start time: 2:00pm End time: 10:00pm

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

City Equipment:

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

Availability is not guaranteed

Streets cannot be blocked without prior approval.

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

Traffic Cones How many: _____ Barricades How many: 6



City of Waxahachie
City Secretary's Office

(5c)

Special Event Application

Other: _____

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

When will the equipment be set-up?

Date: 10/21/23

Time: 2:00pm

When will the equipment be removed?

Date: 10/21/23

Time: 10:00pm

Temporary Tents & Structures:

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

Yes

☐

No

☒

List the # of tents & sizes:

Indicate locations on attached required site map.

Electrical Services:

How will electrical services be supplied?

Generator

☐

Franchise Utilities

☐

Both

☒

List contractor / supplier:

Food trucks to provide private generators for food trucks

Explain services in detail:

Stage power needed for movie

Insurance

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

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

Hold Harmless Clause

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

Danielle Guinn

Digitally signed by Danielle Guinn
Date: 2023.08.30 13:25:13 -05'00'

08/30/23

Signature

Date

Contract Agreement

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

Danielle Guinn

Digitally signed by Danielle Guinn
Date: 2023.08.30 13:25:20 -05'00'

08/30/23

Signature

Date

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

RAILYARD

PARK

HALLO- SCREENING

**MOVIE
SCREEN**

**PROJECTOR &
TECHNICIAN**

**FACE
PAINTER**

93.3

RYP

**FOOD TRUCKS
GENERATORS - NO ELECTRIC**

(5c)



(5f)

Date submitted

9-12-23

Applicant Information

Applicant name: Dr. Jamal Rasheed

Are you representing the host organization?

Yes ☒

No ☐

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

Yes ☒

No ☐

Phone: _____

Cell: _____

Email: _____

Mailing address: 441 E. Martin Luther King, Jr. Blvd, Waxahachie, Tx. 75165

Host organization name: Ellis County African American Hall of Fame Museum & Lib

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

On-site contact name: _____

Cell: _____

About the Event

Event name: Dedication of Bessie Coleman Memorial Bridge

Date: Saturday, October 21, 2023 @ 10:00am

Location: From Oak Lawn School Historic park to Hwy 287

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

Anticipated attendance: 200

Description of event:

Participants will gather at Oak Lawn Park on Wedgitt former location of Oak Lawn School where Bessie Coleman attended and walk North Hwy 287

	Date(s)	Start Time:	End Time:
Event Date	10/21/2023	10:00 am	11:00am
Event Set-up	10/21/2023	9:00am	11:30 am
Event Breakdown			

How many times has this event been hosted before?

1st time ☐ 2 – 4 times ☐ 5 or more times ☐ Location: never



Choose the best description of the event:

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

Event activities include (check all that apply):

- | | |
|--|---|
| <input type="checkbox"/> Amusement rides / Inflatables | <input type="checkbox"/> Food – sampled, served, or sold |
| <input type="checkbox"/> Animals / Petting Zoo | <input type="checkbox"/> Products / Services – given away, sampled, or sold |
| <input type="checkbox"/> Announcement / Speeches | <input type="checkbox"/> Live music |
| <input type="checkbox"/> Information / Literature Distribution | <input type="checkbox"/> Street closure |
| <input type="checkbox"/> DJ / Recorded Music | <input type="checkbox"/> Other: us of 1 lane for march |

The event is:

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

Admission information, if applicable:

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

Run / Walk:

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

_____ 1 mile _____ 5K _____ 1 mile _____ Other distance

Please indicate your expected attendance: _____

Number of participants:

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

Provide route on attached site map.



Food / Beverage:

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

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

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

Police / Security Services:

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

Event staff How many: 0 Date(s) & time(s): 0
Volunteers How many: 0 Date(s) & time(s): 0
Private security How many: 0 Date(s) & time(s): 0
Company name: N/A

Contact name and number: N/A

Off duty police How many: 0 Date(s) & time(s): 0

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

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

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

Contact name: _____ Phone number: _____

Street Closures:

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

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

Intersection of Peters -Wyatt,

Street closings to begin on date: 10/21/23 Start time: 10:00am End time: 11:00am

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

City Equipment:

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

Availability is not guaranteed

Streets cannot be blocked without prior approval.

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

Traffic Cones How many: 0 Barricades How many: 0



City of Waxahachie
City Secretary's Office

Special Event Application

(5f)

Other: 0

Where should equipment be dropped off & picked up?

When will the equipment be set-up?

Date: N/A

Time: _____

When will the equipment be removed?

Date: N/A

Time: _____

Temporary Tents & Structures:

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

Yes ☐

No ☒

List the # of tents & sizes:

Indicate locations on attached required site map.

Electrical Services:

How will electrical services be supplied?

Generator ☐

Franchise Utilities ☐

Both ☐

List contractor / supplier:

No Electrical Services

Explain services in detail:

Insurance

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

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

Hold Harmless Clause

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Jamal Rasheed

Signature

9-12-23

Date

Contract Agreement

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

Jamal Rasheed

Signature

9-12-23

Date

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



(5f)

(5f)

Bonner, Jami

From: Bonner, Jami
Sent: Thursday, September 28, 2023 11:23 AM
To: jamal5@sbcglobal.net
Cc: Joe Bill Wiser; Ricky Boyd; Griffith, Thomas; Donna Insixiengmay; Megan Womack; Gaertner, James; Stoker, Justin; Massey, Matt; Martinez, Gumaro; Cooper, Kyle; Barnes, Bradley; Campos, Yadira; Scott, Michael; Lawrence, Albert; Crocker, Clarice; Villarreal, Amber
Subject: Event Application - Dedication of Bessie Coleman Memorial Bridge 10-21-23
Attachments: EA2023.10.21 Dedication of Bessie Coleman Memorial Bridge.pdf

Hello Dr. Rasheed,

Thank you for meeting with staff on Tuesday. Attached is the updated application with the new route. The application will be considered at the October 2nd City Council meeting with the following conditions:

- If approved, please provide a certificate of liability insurance and endorsement page. The City of Waxahachie must be listed as an "additional insured" in the amount of \$1 million on both pages. Please list the event date and location on the certificate and submit as soon as possible.
- The updated anticipated attendance is 30-40.
- The procession will begin at 10:00 a.m. from Fire Station No. 2. - 1601 Cleaver Rd. to an off-road area near Mustang Creek. (star on the site map)
- Please have participants park in the locations indicated on the site map – utilizing the blue parking area first. Participants should not block any exits or apparatus bays. The Fire Station will allow the gates to remain open during the event.
- The actual walking time should not exceed 10-15 minutes each way. The entire event is expected to be less than one hour.
- Wyatt St. will not be closed to traffic. A squad car will lead the procession and a fire engine will follow, straddling the two lanes. (to and from)
- An officer/squad car will be placed at the Bessie Coleman Memorial Bridge (blue circle on the site map)
- The applicant is planning to place a flatbed trailer (stage) at the site (star on the site map) before 9:00 am.
- If inclement weather is expected or has occurred, Plan B will be to relocate the event to the Ellis County African American Museum.

Please let me know if you have any questions. Thank you.

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

We have relocated to the Charles Beatty Municipal Services Building at 408 S. Rogers St. (across from City Hall)



(5f)

124 FM 876, Waxahachie, Texas 75167 | 972-938-1570 | WWW.TXDOT.GOV

September 19, 2023

Dear Dr Jamal Rasheed:

The route is approved for the dedication of the Bessie Coleman Bridge walk, with the assistance of the Waxahachie Police Department to control traffic. If there is a traffic delay longer than 10 minutes, the walk will be stopped to allow traffic to clear. Uniformed police officers, with vehicles and flashing lights, must maintain traffic control at the intersections for safety of parade participants and the traveling public. Officers should remain in place until the parade has cleared the intersection.

Approval for any activity on city streets must be obtained from the City of Waxahachie. We appreciate your continued emphasis on the safety of the travelling public. If you have any questions, please call me at 972-938-2960.

Sincerely,

Michael Anthony
Ellis County Maintenance Supervisor

OUR VALUES: People • Accountability • Trust • Honesty

OUR MISSION: Through collaboration and leadership, we deliver a safe, reliable, and integrated transportation system that enables the movement of people and goods.

An Equal Opportunity Employer

(5g)



Memorandum

To: Honorable Mayor and City Council

From: Richard B. Abernethy, Director of Administrative Services

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

Date: October 2, 2023

Re: Consider Professional Services Agreement for Waxahachie Municipal Court Prosecutor

Recommended Motion: "I move to approve the professional services agreement with Dana D. Huffman to serve as the Waxahachie Municipal Court Prosecutor and authorize the City Manager to execute all necessary documents."

Item Description: Consider approving a professional services agreement with Dana D. Huffman to serve as the Waxahachie Municipal Court Prosecutor. The new agreement will increase her base compensation from \$48,000 to \$60,000. All other terms will remain unchanged from the current agreement.

Item Summary: Ms. Huffman has served as the Waxahachie Municipal Court Prosecutor for the last ten years, and the City is very satisfied with her work. The current agreement with Dana D. Huffman to serve as the Waxahachie Municipal Court Prosecutor was executed in December 2018, and has undergone periodic reviews as is customary for our service agreements. Recently, the City and Ms. Huffman discussed her compensation and agreed it should be increased due to the increased work load to serve Waxahachie and typical increase in cost of services.

Currently, the City pays Ms. Huffman \$4,000 a month for prosecutor services, totaling \$48,000 annually. Additionally, Ms. Huffman is compensated at a rate of \$100 per hour for any special matters that fall outside of her regular scope of work. Under the terms of the new agreement, the terms and conditions will remain unchanged. However, the City will increase its monthly payment to Ms. Huffman to \$5,000 a month, resulting in an annual cost of \$60,000 for prosecutor services. The rate for special services will remain at \$100 per hour, and the City

(5g)

will continue to budget \$4,000 annually for these additional services, resulting in a total annual budget of \$64,000.

Fiscal Impact: Funding for this first year of service was included in the approved FY 2023-24 adopted budget in the amount of \$64,000. Each subsequent service year will be budgeted and adopted annually.

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THE STATE OF TEXAS §
 § **PROFESSIONAL SERVICES AGREEMENT**
COUNTY OF ELLIS §

This agreement (the "Agreement") is made by and between the City of Waxahachie, Texas, Ellis County, Texas (the "City"), and Dana D. Huffman ("Huffman").

RECITALS:

WHEREAS, the City desires to engage and provide for employment of Huffman, as an independent contractor, in the position of City of Waxahachie Municipal Court Prosecutor, and

WHEREAS, Huffman desires to provide services to the City as Waxahachie Municipal Court Prosecutor, on the terms and conditions provided in this Agreement;

NOW THEREFORE, in exchange for the mutual covenants set forth herein and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

SECTION 1. Scope of Services

The City hereby engages Huffman, and Huffman hereby agrees to perform services as the Waxahachie Municipal Court Prosecutor, during the term herein provided. Services performed shall include, but are not limited to, courtroom services, discovery requests, trial preparation, communication/consultation with municipal staff, downloading dash/body camera video, citizen complaints/open records requests and other activities outside of the court that ensure efficient operation of the municipal court. Two business days each month shall be designated for courtroom services performed at the municipal court. If more than two business days in one month are necessary for courtroom services, Huffman and the City must mutually agree upon the schedule.

Huffman agrees to perform all services in accordance with requirements of the Texas State Bar as applicable to court prosecutors in the State of Texas, and conduct herself in a professional demeanor at all times in representing the City. Huffman also agrees to provide for a substitute prosecutor with comparable experience in the event she is unable to appear in court.

Huffman agrees not to knowingly undertake any legal matter that would compromise or conflict with her duties and responsibilities as the Waxahachie Municipal Court Prosecutor or otherwise knowingly undertake to represent a client on a legal matter against the City.

SECTION 2. Term

Huffman shall provide services to the City as Waxahachie Municipal Court Prosecutor beginning October 1, 2023 through and including September 30, 2024. A performance and contract review shall be conducted annually. The initial one-year term of this Contract shall renew annually, unless terminated earlier by either party. This Agreement shall automatically terminate with 60 days notice in

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the event Huffman resigns or is removed from office as the Waxahachie Municipal Court Prosecutor by the Waxahachie City Council. In the event of resignation or removal from office, Huffman shall be paid for her services rendered as of the date of termination. Nothing contained herein shall be construed to limit or prohibit the City Council from removing Huffman as the Waxahachie Municipal Court Prosecutor or terminating this Agreement under the City Charter and/or State law, where applicable.

SECTION 3. Compensation

As an independent contractor, Huffman shall not receive any City benefits which are otherwise available to City of Waxahachie employees.

Huffman and City agree that in exchange for the services performed and identified in Section 1 above, Huffman will receive the amount of \$5,000.00 each calendar month. Huffman and the City agree that in exchange for services mutually agreed upon as extraordinary matters outside of the scope of services, Huffman shall be compensated at a rate of \$100.00 per hour. City approval is required prior to performance of such extraordinary services.

SECTION 4. Notice

Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to City or Huffman, as the case may be, at the address set forth below the signature of the party.

SECTION 5. Entire Agreement

This Agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting this subject matter.

SECTION 6. Successor and Assigns

This Agreement shall be binding on and inure to the benefit of the parties to it and their respective heirs, executors, administrators, legal representatives, successors, and permitted assigns.

SECTION 7. Governing Law

This Agreement is governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in Ellis County, Texas.

SECTION 8. Amendment

This Agreement may be amended by the mutual written agreement of the parties.

SECTION 9. Legal Construction

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

(5g)

unenforceability shall not affect any other provision, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

SECTION 10. Independent Contractor

It is understood and agreed by and between the parties that Huffman, in satisfying the conditions of this Agreement is acting independently, and that the City does not assume any responsibility or liability to any third-party in connection with these actions. All services to be performed by Huffman pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of the City. Huffman shall supervise the performance of her services and shall be entitled to control the manner and means by which her services are to be performed, subject to the terms of this Agreement. The City agrees during the term of this Agreement, at its cost, to obtain and maintain public official liability insurance coverage covering the acts and omissions by Huffman in the scope of her duties and responsibilities as Waxahachie Municipal Court Prosecutor.

SECTION 11. Effective Date

This Agreement shall become effective October 1, 2023.

EXECUTED this _____ day of _____, 2023.

DANA D. HUFFMAN

CITY OF WAXAHACHIE, TEXAS

By: _____
Dana D. Huffman
Waxahachie Municipal Court Prosecutor

By: _____
Michael Scott, City Manager
City of Waxahachie, Texas

Address: 1143 Rockingham, Suite 107
Richardson, Texas 75080

P.O. Box 757
Waxahachie, Texas 75168

ATTEST:

By: _____
Amber Villareal, City Secretary
City of Waxahachie, Texas

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PROCLAMATION

WHEREAS, Waxahachie's future strength depends on providing a high-quality education to all students; and

WHEREAS, teacher quality matters more to student achievement than any other school-related factor; and

WHEREAS, teachers spend countless hours preparing lesson plans and supporting students; and

WHEREAS, our Waxahachie teachers demonstrated great resilience, adaptability, and creativity during the COVID-19 crisis; and

WHEREAS, our community recognizes and supports its teachers in educating the children of this community; and

WHEREAS, #TeachersCan is a statewide movement supported by more than 150 partnering businesses and organizations committed to elevating the teaching profession and honoring the critical role teachers play in the success of Texas; and

NOW, THEREFORE, be it resolved that I, David Hill, Mayor of the City of Waxahachie, Texas, along with the entire City Council, joins #TeachersCan, and its partnering entities across Texas, in celebrating World Teachers' Day, and do hereby proclaim October 5, 2023 as

“WAXAHACHIE TEACHERS' DAY”

in the City of Waxahachie and encourage members of our community to personally express appreciation to our teachers and display a light blue ribbon outside your home or business the week of October 5th as a symbol of support for our educators.

Proclaimed this 2nd day of October 2023.

MAYOR

ATTEST:

CITY SECRETARY

Planning & Zoning Department

Zoning Staff Report

Case: ZDC-73-2023



MEETING DATE(S)

Planning & Zoning Commission: September 26, 2023

City Council: October 2, 2023

CAPTION

Public Hearing on a request by Yomi Fayiga, for a **Specific Use Permit (SUP)** for an Electronic Message Sign use within a General Retail (GR) zoning district located at 200 N US Highway 77 (Property ID: 227579) – Owner: Crux Investments LP (ZDC-73-2023) Staff: Zack King

RECOMMENDED MOTION

"I move to approve ZDC-73-2023, a Specific Use Permit (SUP) request for an Electronic Message Sign use at 200 N US Highway 77, subject to the conditions the staff report, authorizing the Mayor to sign the associated documents accordingly."

ACTION SINCE INITIAL STAFF REPORT

At the Planning and Zoning Commission meeting held on September 26, 2023, the Commission voted 6-0 to recommend approval of case number ZDC-73-2023, subject to the conditions of the staff report and with the additional condition that the applicant prepare a Landscape Plan to present to City Council.

APPLICANT REQUEST

The applicant requests approval of a Specific Use Permit (SUP) to allow for the addition of an electronic message component to an existing monument sign at 200 N US Highway 77.

CASE INFORMATION

Applicant: Yomi Fayiga, Crux Investments

Property Owner(s): Crux Investments LP

Site Acreage: 0.615 acres

Current Zoning: General Retail (GR) with SUP for on-site dry cleaning.

Requested Zoning: General Retail (GR) with SUP for on-site dry cleaning and a SUP for an Electronic Message Sign.

SUBJECT PROPERTY

General Location: 200 N US Highway 77

Parcel ID Number(s): 227579

Existing Use: A multi-tenant retail building housing Papa John's and Dry Clean Super Center currently exists on the subject property.

Development History:

The subject property was platted in 2003 as Lot 1 of the Kwik Addition. A SUP for an on-site dry-cleaning facility (Ord. 2168) was also approved for the subject property in 2003.

Adjoining Zoning & Uses:

Direction	Zoning	Current Use
North	General Retail (GR)	Interbank
East	Single Family-2 (SF-2)	Single Family Residences
South	General Retail (GR)	TitleMax
West	Single Family-2 (SF-2)	Single Family Residence

Future Land Use Plan:

Local Commercial

Comprehensive Plan:

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

Thoroughfare Plan:

The subject property is accessible via US Highway 77 and Lynn Avenue.

Site Image:

PLANNING ANALYSIS

The applicant proposes a Specific Use Permit (SUP) to add an electronic message component to an existing monument sign at 200 N US Highway 77. An existing monument sign with a 16-square-foot static message board currently exists on the subject property. The applicant is seeking to replace the static message board with an electronic message board to advertise specials without needing to change the copy on the sign physically. Section 5.08 of the Waxahachie Zoning Ordinance requires all signs with an electronic message component to comply with the requirements identified in Table 1 below. The proposed sign complies with all requirements of the Waxahachie Zoning Ordinance.

Table 1: Electronic Message Sign Regulation Chart

Electronic Messaging Sign (City of Waxahachie)	Proposed Sign
Signage shall not be located within the public right-of-way.	The sign is not located in the public ROW
Electronic Message Signs shall be restricted to the form of monument signs. Per Section 5.08 of the Waxahachie Zoning Ordinance, Monuments signs shall have a low profile and must be made of stone, concrete, brick or other similar materials. A monument sign shall be solid from the ground up and all pole(s) or supports shall be concealed.	The proposed electronic message sign will be incorporated into an existing monument sign.
Changeable message copy signs may not be used to display commercial messages relating to products or services that are not offered on the premises.	The electronic messaging sign will only provide information relating to the businesses on the subject property. No off-site advertising will occur.
Such signs shall not exceed a brightness level of 0.3-foot candles above ambient light. In all zoning districts such signs shall come equipped with automatic dimming technology, which automatically adjusts the sign's brightness based on ambient light.	The applicant has stated that the sign will be programmed to use an automatic sensor that reduces the sign's brightness at night.
Signs shall have no flashing copy or lights; revolving beacon lights; chasing, blinking, or stroboscopic lights; or, fluttering, undulating, swinging, or otherwise moving parts	The proposed sign will have moving text; but will not have flashing copy or lights; revolving beacon lights; chasing, blinking, or stroboscopic lights; or, fluttering, undulating, swinging, or otherwise moving parts.
Any electronic message signs that are illuminated by artificial light or projects an electronic message through a changeable copy sign that is within 400 feet of a residence, park, playground, or scenic area as designated by a governmental agency having such authority shall not be lighted between the hours of 10:00 p.m. and 6:00 a.m.	The sign shall not be illuminated between the hours of 10 pm – 6am.
A maximum of seventy (70) percent of the sign face may be devoted to changeable sign copy.	Approximately 27% of the sign face will be used as a changeable sign copy (electronic message board).

Landscaping: The applicant has provided a new Landscape Plan for the subject property to enhance the landscaping for the site with the addition of the electronic message sign. Specifically, the applicant has proposed to add three (3) new Crape Myrtles, per the request by the Planning & Zoning Commission.

PUBLIC NOTIFICATIONS

To comply with State law contained in Local Government Code Chapter 211 and the City's public hearing notice requirements, 20 notices were mailed to property owners within 200 feet of the request. In addition, a notice was published in the Waxahachie Sun and a sign was visibly posted at the property.

PUBLIC NOTIFICATION RESPONSES

Staff has received one (1) letter of support for the SUP request.

RECOMMENDATION

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

Conditions:

1. The sign shall not be illuminated between the hours of 10pm – 6am.
2. The electronic messaging sign shall only provide information relating to the businesses on the subject property. No off-site advertising shall occur at any time.
3. The electronic message sign shall not exceed a brightness level of 0.3-foot candles above ambient light. The sign shall come equipped with automatic dimming technology, which automatically adjusts the sign's brightness based on ambient light.
4. The sign shall not have flashing copy or lights; revolving beacon lights; chasing, blinking, or stroboscopic lights; or, fluttering, undulating, swinging, or otherwise moving parts.
5. 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.
6. City Council shall have the right to review the Specific Use Permit at any point, as needed.

ATTACHED EXHIBITS

1. Letter of Support
2. Site Photo
3. SUP Ordinance
4. Exhibit A – Location Map
5. Exhibit B – Site Layout
6. Exhibit C – Electronic Message Sign Rendering
7. Exhibit D – Landscape Plan

APPLICANT REQUIREMENTS

1. If approved by City Council, the applicant can apply for a Sign Permit from the Building and Community Services Department.

STAFF CONTACT INFORMATION*Prepared by:*

Zack King, AICP

Senior Planner

zking@waxahachie.com

Reviewed by:

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

Senior Director of Planning

jennifer.pruitt@waxahachie.com

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RECEIVED 9/8/2023



City of Waxahachie, Texas
Notice of Public Hearing
Case Number: **ZDC-73-2023**

~~VINTAGE BANK~~ Interbank
PO BOX 557
WAXAHACHIE, TX 75168-0557

The Waxahachie Planning & Zoning Commission will hold a Public Hearing on Tuesday, September 26, 2023 at 7:00 p.m. in the Council Chamber at the Waxahachie City Hall, 401 South Rogers Street, Waxahachie, Texas and the Waxahachie City Council will hold a Public Hearing on Monday, October 2, 2023 at 7:00 p.m. in the Council Chamber at the Waxahachie City Hall, 401 South Rogers Street, Waxahachie, Texas to consider the following:

Request by Yomi Fayiga, for a **Specific Use Permit (SUP)** for an Electronic Message Sign use within a General Retail (GR) zoning district located at 200 N US Highway 77 (Property ID: 227579) – Owner: Crux Investments LP (ZDC-73-2023) Staff: Zack King

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

Case Number: **ZDC-73-2023**

City Reference: 173476

Your response to this notification is optional. If you choose to respond, please return this form by 5:00 P.M. on **September 20, 2023** 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, 408 South Rogers Street, Waxahachie, TX 75165.

Comments: ☒ SUPPORT

☐ OPPOSE



Signature
Jeff Frazier EVP-Interbank
Printed Name and Title

9-8-23
Date

300 Hwy 77N, Waxahachie, 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

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(9)

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING A SPECIFIC USE PERMIT (SUP) TO PERMIT AN ELECTRONIC MESSAGE SIGN USE WITHIN A GENERAL RETAIL (GR) ZONING DISTRICT, LOCATED AT 200 N US HIGHWAY 77, BEING PROPERTY ID 227579, IN THE CITY OF WAXAHACHIE, ELLIS COUNTY, TEXAS, BEING LOT 1, BLOCK 1 OF THE KWIK ADDITION, AND ORDERING THE CHANGING OF THE ZONING MAP THEREOF IN ACCORDANCE WITH SAID CHANGE.

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

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

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

WHEREAS, a proper application for a SUP has been made in accordance with the zoning ordinances in the City of Waxahachie and said application has been assigned case number ZDC-73-2023. Said application having been referred to the Planning and Zoning (P&Z) Commission was recommended by the P&Z Commission for approval and the issuance thereof; and

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

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

NOW, THEREFORE, this property is rezoned from GR to GR, with a SUP in order to permit an Electronic Message Sign use on the following property: Lot 1, Block 1 of the Kwik Addition, which is shown on Exhibit A, in accordance with the Site Layout attached as Exhibit B, the Electronic Message Sign Rendering attached as Exhibit C, and the Landscape 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.

(9)

Specific Use Permit

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

1. The Site Layout, attached as Exhibit B, shall conform as approved by the City Council under case number ZDC-73-2023.
2. The size of the electronic message sign shall conform to the Sign Rendering, attached as Exhibit C, as approved by the City Council under case number ZDC-73-2023.
3. The landscaping on site shall conform to the Landscaping Plan, attached as Exhibit D, as approved by City Council under case number ZDC-73-2023.
4. The sign shall not be illuminated between the hours of 10pm – 6am.
5. The electronic messaging sign shall only provide information relating to the businesses on the subject property. No off-site advertising shall occur at any time.
6. The electronic message sign shall not exceed a brightness level of 0.3-foot candles above ambient light. The sign shall come equipped with automatic dimming technology, which automatically adjusts the sign's brightness based on ambient light.
7. The sign shall not have flashing copy or lights; revolving beacon lights; chasing, blinking, or stroboscopic lights; or, fluttering, undulating, swinging, or otherwise moving parts.
8. 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.
9. Any zoning, land use requirement, or restriction not contained within this Zoning Ordinance shall conform to those requirements and/or standards prescribed in Exhibits B – Site Layout, Exhibit C – Electronic Message Sign Rendering, and Exhibit D – Landscape Plan. Where the regulations are not specified in Exhibits B, C, D, or this Zoning Ordinance, the regulations of the General Retail (GR) Zoning District shall apply to this development.
10. 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.
11. City Council shall have the right to review the Specific Use Permit at any point, 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.

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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 2nd day of October, 2023.

MAYOR

ATTEST:

City Secretary

(9)

Exhibit A - Location Map



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Exhibit C - Electronic Message Sign Rendering



Refurbication Of Existing Monument Sign

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Exhibit D - Landscape Plan

-  **Property Boundary**
-  **Sign**
-  **Crape Myrtle (3)**



0 5 10 20 Feet
Maxar, Mississippi, Near Top

Planning & Zoning Department

Zoning Staff Report

Case: ZDC-118-2023



MEETING DATE(S)

Planning & Zoning Commission:

September 26, 2023

City Council:

October 2, 2023

CAPTION

Public Hearing on a request by Mahendra Kandepu, Lillian Custom Homes, for an **Amendment to Ordinance No. 3105**, to allow for a revised site plan and development standards within an approved Planned Development located at the intersection of Vermont Street and Parks School House Road (Property ID: 226116) – Owner: Falcon’s Landing A Series of EIS Development II LLC (ZDC-118-2023) Staff: Zack King

RECOMMENDED MOTION

“I move to approve ZDC-118-2023, an Amendment to Ordinance 3105, subject to the conditions the staff report, authorizing the mayor to sign the associated documents accordingly.”

ACTION SINCE INITIAL STAFF REPORT

At the Planning and Zoning Commission meeting held on September 27, 2023, the Commission voted 6-0 to recommend approval of case number ZDC-118-2023, subject to the conditions of the staff report and with the additional condition that all façades facing a right-of-way (ROW) be comprised of 100% brick. This condition specifically applies to the western façade of Building A, the eastern façade of Building C, and both the northern and southern facades of Building D. The applicant has acknowledged this additional condition and revised their plans accordingly.

APPLICANT REQUEST

The applicant requests to amend Ordinance 3105 to include a detailed Elevation/Façade Plan, a Detailed Site Plan, and a Landscape Plan, and allow for front entry townhomes on Block A.

CASE INFORMATION

Applicant:

Mahendra Kandepu, Lillian Custom Homes

Property Owner(s):

Falcon’s Landing A Series of EIS Development II LLC

Site Acreage:

2.662 acres

Current Zoning:

Planned Development (PD)

Requested Zoning:

Planned Development (PD) – (Ordinance 3105 Amendment)

SUBJECT PROPERTY

General Location:

The intersection of Vermont Street & Parks School House Road

Parcel ID Number(s):

226116

Existing Use:

Currently undeveloped

Development History:

The existing Planned Development was approved on April 1, 2019, with Ordinance 3105. The developer has received Civil Construction Plan approval; but the City has not yet accepted the infrastructure for the development.

Adjoining Zoning & Uses:

Direction	Zoning	Current Use
North	Single Family-3 (SF-3)	Lexington Arms – Single-Family Homes
East	Planned Development- Single Family-3 (PD-SF-3)	Camden Park – Single-Family Homes
South	Planned Development-Multi Family-2 (PD-MF-2)	Gala at Waxahachie – 55+ Apartments
West	Single Family-3 (SF-3)	Single Family Residence

Future Land Use Plan:

Mixed-Use Neighborhood

Comprehensive Plan:

A mixed-use neighborhood harkens back to the pre-suburban development pattern with smaller lots, smaller setbacks, shorter blocks, diverse housing typologies and very importantly, a mix of uses. This mixing of activities and uses allows the area to adapt and change over time to suit the needs of its inhabitants. Though it is not imperative for uses to always be mixed within the same building, it is important to note that large monolithic developments with near-exclusive uses such as large multiplex apartments or retail centers with large land area being devoted to automobile parking, do not suit mixed-use neighborhoods. Mixed-use neighborhoods are places where residents can live, work, and play and are primarily accessible by foot. Given the various housing typologies encouraged in this place type, it is essential to make sure residential uses appropriately transition from one another based on the housing typology.

Thoroughfare Plan:

The subject property is accessible via Parks School House Road, Peters Street, and Vermont Street.

Site Image:

PLANNING ANALYSIS**Purpose of Request**

The applicant proposes to amend Ordinance 3105 in order to include a detailed Elevation/Façade Plan, a Detailed Site Plan, and a Landscape Plan, and allow for front entry townhomes on Block A.

Development History

The existing Planned Development was originally approved in 2019 under the name Peter's Point. The development included a total of four (4) buildings, each with up to six (6) townhomes. Each townhome was proposed to be on a fee simple, individually platted lot. At that time no detailed site plan was provided; but all twenty-four (24) proposed lots were required to be alley-served, rear-entry products.

Following approval of the PD, the owner promptly submitted Civil Construction plans for the public infrastructure required for the development. During the preparation of these plans, the applicant identified topographic challenges with the site that prevented the installation of sewer lines on the western portion of the property. This topographic challenge also hindered the owner's ability to install an alley on the western portion of the property. Due to these challenges, the owner proposed an alternative infrastructure plan that routed a sewer line along Vermont Street, as opposed to the western property line, and eliminated the alley on the western portion of the property. After review, staff noted that this was a feasible alternative from an infrastructure standpoint; but informed the applicant that the elimination of the alley on the western portion of the property would require approval by P&Z and City Council. The original owner acknowledged this requirement and approval for the alternative civil construction plans was subsequently issued by staff.

The subject property came under new ownership in 2021 and the new ownership team began construction in accordance with the civil construction plans approved for the previous owner. The current owner proceeded to install street and utility infrastructure for the development and completed this work in the fall of 2022.

The current owner subsequently submitted a formal PD Amendment Application (ZDC-153-2023) in November of 2022, seeking to amend the PD to eliminate the requirement for the townhomes on Block A to be alley-served, rear entry products. On July 11, 2023, the Planning & Zoning Commission voted to continue the case indefinitely. The intent of the continuance was to allow the applicant additional time to consider revisions to the proposed site plan and townhome elevations. The indefinite continuance required the applicant to submit a new PD Amendment application; which was done on August 16, 2023.

Current Proposal

As part of the new application (ZDC-118-2023), the owner has worked with staff to prepare a revised detailed site plan and landscape plan. The applicant has slightly revised the elevation/façade plan to include a variety of brick and stone colors and has provided additional 3D renderings to better convey the look of the proposed townhomes. These documents were absent in the original PD. The elevation/façade plan and the revised site and landscape plans comply with the proposed PD development regulations and the applicable regulations of the Waxahachie Zoning Ordinance.

Elevation/Facade

The original PD includes a requirement for using at least 70% masonry exterior construction materials for the townhomes, with cementitious fiberboard included as a masonry material. With this PD Amendment, the owner is not seeking to deviate from this requirement; but is providing additional detail on the proposed exterior construction material for each building. Each building is now proposed to be 100% masonry, comprised of brick veneer, stone veneer, and cementitious siding as per the table below. The material breakdown can be referenced further in attached exhibit number 4.

Material Breakdown Table:

<u>Building</u>	<u>Brick Veneer</u>	<u>Stone Veneer</u>	<u>Cementous Siding</u>
A	60.15%	4.20%	35.66%
B	59.00%	4.06%	36.95%
C	78.11%	3.13%	18.76%
D	76.84%	3.47%	19.69%

Due to the additional landscaping and architectural detail proposed with the PD Amendment, staff supports the PD Amendment request.

DEVELOPMENT REGULATIONS

The following table identifies the development regulations of the existing PD (Ord. 3105) in comparison to the specific development regulation changes that are proposed with the PD Amendment.

<u>Existing PD Regulations</u>	<u>Proposed Development Regulations</u>
All units are required to have a rear entry one (1) car garage.	All units are required to have two (2) car garages. Townhomes on Block A shall be front entry.
No fencing standards.	Townhomes on Block A shall have backyards with 6' fencing per the fencing exhibit.

PUBLIC NOTIFICATIONS

To comply with State law contained in Local Government Code Chapter 211 and the City's public hearing notice requirements, 36 notices were mailed to property owners within 200 feet of the request. In addition, a notice was published in the Waxahachie Sun and a sign was visibly posted at the property.

PUBLIC NOTIFICATION RESPONSES

Staff has received one (1) letter of support and two (2) letters of opposition to the proposed PD Amendment.

RECOMMENDATION

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

Conditions:

1. A mutually agreed upon Development Agreement will be required to be executed prior to the issuance of building permits. The Development Agreement shall include the type and percentage of the proposed exterior construction materials for each building.
2. All façades facing a right-of-way (ROW) shall revised and be comprised of 100% brick. This condition specifically applies to the western façade of Building A, the eastern façade of Building C, and both the northern and southern facades of Building D.
3. The property shall be platted prior to the issuance of a building permit for the development.
4. The applicant shall obtain building permits from the City of Waxahachie Building & Community Services Department prior to the construction of the townhomes.

ATTACHED EXHIBITS

1. PON Responses
2. Development Agreement/PD Amendment Ordinance
3. Exhibit A - Location Map
4. Exhibit B - Revised Planned Development Regulations
5. Exhibit C - Site Plan
6. Exhibit D - Elevation/Façade Plan & 3D Renderings
7. Exhibit E - Landscape Plan
8. Exhibit F - Fencing & Signage Details

APPLICANT REQUIREMENTS

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

STAFF CONTACT INFORMATION*Prepared by:*

Zack King, AICP

Senior Planner

zking@waxahachie.com

Reviewed by:

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

Senior Director of Planning

jennifer.pruitt@waxahachie.com

(10)

Case Number: **ZDC-118-2023**

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 **September 20, 2023** 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, 408 South Rogers Street, Waxahachie, TX 75165.

☒ SUPPORT

☐ OPPOSE

DELIVERED SEP 14 2023

Comments:

Signature

Date

Printed Name and Title

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.

(10)



City of Waxahachie, Texas
Notice of Public Hearing
Case Number: **ZDC-118-2023**



LOREN GRAY INVESTMENTS LLC
PO BOX 2868
WAXAHACHIE, TX 75168-8868

DELIVERED SEP 15 2023

The Waxahachie Planning & Zoning Commission will hold a Public Hearing on Tuesday, September 26, 2023 at 7:00 p.m. in the Council Chamber at the Waxahachie City Hall, 401 South Rogers Street, Waxahachie, Texas and the Waxahachie City Council will hold a Public Hearing on Monday, October 2, 2023 at 7:00 p.m. in the Council Chamber at the Waxahachie City Hall, 401 South Rogers Street, Waxahachie, Texas to consider the following:

Request by Mahendra Kandepu, Lillian Custom Homes, for an **Amendment to Ordinance No. 3105**, to allow for a revised site plan and development standards within an approved Planned Development located at the intersection of Vermont Street and Parks School House Road (Property ID: 226116) – Owner: Falcon's Landing A Series of EIS Development II LLC (ZDC-118-2023) Staff: Zack King

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

Case Number: **ZDC-118-2023**

City Reference: 173742

Your response to this notification is optional. If you choose to respond, please return this form by 5:00 P.M. on **September 20, 2023** 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, 408 South Rogers Street, Waxahachie, TX 75165.

☐ SUPPORT

☒ OPPOSE

Comments:

~~lot size too small to accommodate 40 garages set back requirements~~
~~4 off street parking plus city water main & sewer main~~
~~runs through lot~~ Front entry garages & lack of planning
9/12/23

Signature

Brad Yates

Printed Name and Title

Date

Box 2868

Waxahachie, Tx. 75168

Address

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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.

(10)



City of Waxahachie, Texas
Notice of Public Hearing
Case Number: **ZDC-118-2023**

LOREN GRAY INVESTMENTS LLC
PO BOX 2868
WAXAHACHIE, TX 75168-8868

DELIVERED SEP 15 2023

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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-118-2023**

City Reference: 173751

Your response to this notification is optional. If you choose to respond, please return this form by 5:00 P.M. on **September 20, 2023** 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, 408 South Rogers Street, Waxahachie, TX 75165.

☐ SUPPORT

☒ OPPOSE

Comments:

~~lot size too small to accommodate setback requirements & off-street parking behind building plus city water & sewer main runs through property~~
Front entry garages & lack of planning

Signature

Brad Yates

Printed Name and Title

Date

Box 2868
Waxahachie, Tx 75168

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.

(11)

ORDINANCE NO. _____

AN AMENDMENT TO ORDINANCE 3105 AUTHORIZING A ZONING CHANGE FROM PLANNED DEVELOPMENT WITH SINGLE FAMILY-ATTACHED (SF-A) TO PLANNED DEVELOPMENT WITH SINGLE FAMILY-ATTACHED (SF-A) WITH AMENDED DEVELOPMENT STANDARDS, DETAILED SITE PLAN, ELEVATION/FAÇADE PLAN, LANDSCAPE PLAN, AND FENCING & SIGNAGE DETAILS, LOCATED AT NORTHWEST CORNER OF PETERS STREET AND PARKS SCHOOL HOUSE BOULEVARD IN THE CITY OF WAXAHACHIE, ELLIS COUNTY, TEXAS, BEING 2.662 ACRES KNOWN AS PROPERTY ID 226116 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 Detailed Site Plan has been made in accordance with the zoning ordinances in the City of Waxahachie and said application has been assigned case number ZDC-118-2023. Said application, having been referred to the Planning and Zoning (P&Z) Commission for their final report, was recommended by the P&Z Commission for zoning change approval of the subject property from PD-SF-A to PD-SF-A, with Detailed Site 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 PD-SF-A to PD-SF-A, with Detailed Site Plan in order to facilitate development of the subject property in a manner that allows front and rear-entry single family townhomes on the following property: Property ID 226116, which is shown on Exhibit A, in accordance with the Development Standards attached as Exhibit B, the Site Plan attached as Exhibit C, the Elevation/Façade Plan attached as Exhibit D, the Landscape Plan attached as Exhibit E, and the Fencing & Signage Details attached as Exhibit F.

PLANNED DEVELOPMENT

Purpose and Intent

The purpose of this planned development is to amend Ordinance 3105 to allow front and rear-entry single family townhomes, 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, exterior construction materials, driveways, parking areas, amenity areas, trails, fencing, landscaping, and other common areas shall substantially conform to the locations shown on the approved Site Plan (Exhibit C), Elevation/Façade Plan (Exhibit D) Landscape Plan (Exhibit E), and Fencing & Signage Details (Exhibit F).

Development Regulations

1. A mutually agreed upon Development Agreement will be required for the property.
2. The development shall conform as approved by the City Council under case number ZDC-118-2023.
3. Front-entry townhomes shall be permitted exclusively with Building D, as indicated on the Site Plan attached as Exhibit C.
4. The development shall adhere to the City Council approved Exhibit A – Location Map, Exhibit B – Development Standards, Exhibit C – Site Plan, Exhibit D – Elevation/ Façade Plan, Exhibit E – Landscape Plan, and Exhibit F – Fencing & Signage Details.
5. All materials, location of materials, and percentage of materials for all buildings shall be consistent as prescribed in the Elevation/Façade Plan (Exhibit D).
6. All development within the subject property will be subject to obtaining building permits from the City in accordance with the City's applicable rules and regulations governing such permits.
7. 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.
8. Any zoning, land use requirement, or restriction not contained within this Zoning Ordinance or the Falcon's Landing Development Agreement shall conform to those requirements and/or standards prescribed in Exhibit A – Location Map, Exhibit B – Development Standards, Exhibit C – Site Plan, Exhibit D – Elevation/ Façade Plan, Exhibit E – Landscape Plan, and Exhibit F – Fencing & Signage Details. Where regulations are not specified in Exhibits A, B, C, D, E, and F, in this Ordinance, or the Falcon's Landing Development Agreement, the regulations of Section 5.09 of the City of Waxahachie Zoning Ordinance shall apply to this development.

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.

(11)

PASSED, APPROVED, AND ADOPTED on this 2nd day of October, 2023.

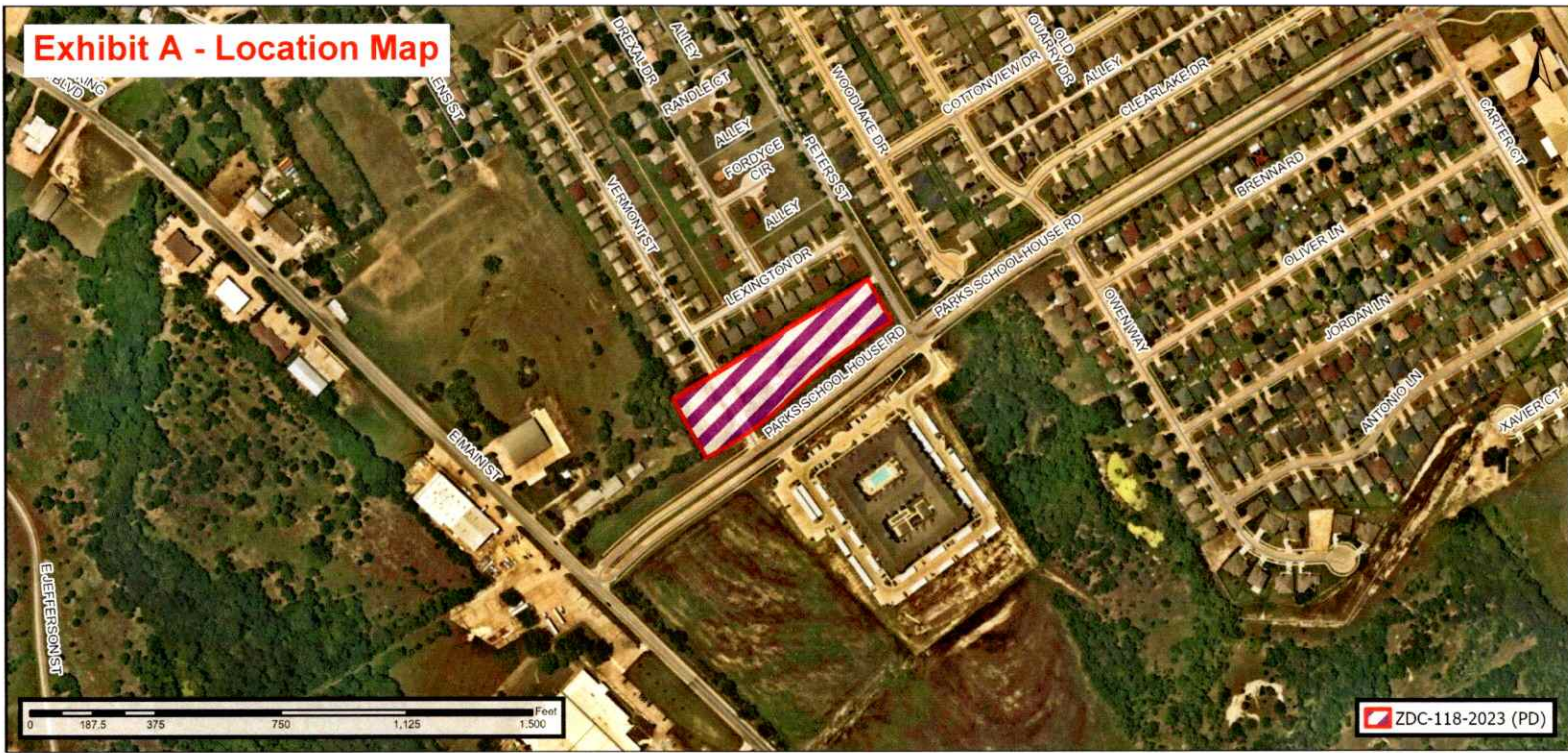
MAYOR

ATTEST:

City Secretary

(11)

Exhibit A - Location Map



Revised Planned Development Regulations

Zoning District RESIDENTIAL SINGLE FAMILY ATTACHED (SFA) Is the intended base zoning classification underlying this PD. Any variation to the base zoning district regulations and comprehensive plan are as detailed in these PD regulations along with a site plan and concept plan.

PD DISTRICT DEVELOPMENT STANDARDS

Description of Request

- The intent is to modify the existing zoning requirements from single family to a Planned Development which will allow for the development of multiple attached Town Home/Row House Buildings or single family attached. Any conditions found within the Single-Family Attached (SF-A) zoning district or Zoning Ordinance that are not written herein, shall default to the City of Waxahachie Code of Ordinances, as amended.

Proposed Use of Property

- The purpose and intent of this Planned Development (PD) is to allow for the development of four attached town home buildings containing 5 to 6 attached single family homes per building using similar architectural style as the attached elevation and similar family developments of Cliff Estates and Camden Gardens, both located on Park School House Rd and in view of the subject property and creating a common look and style of the area.

General Development Guidelines

- The site plan is attached as exhibit "C".
- An elevation is attached as exhibit "D".
- Vermont Street shall be extended to Park School House Road matching the same existing concrete widths and ROW dimensions as it currently exists.
- The attached homes will have common vertical walls.
- Lots 1-5 Block A, Park School House Road, shall contain 3 buildings of 5 to 6 attached homes per building, minimum of 25 ft wide lots with 15 ft side setbacks and 15 ft minimum space between buildings. The front set back from the street shall be a minimum of 20 ft.
- Height to be a maximum of two-story units.
- All lots shall be fee simple.
- The entire development shall be managed by an HOA. The HOA will maintain all landscaping in a professional manner. The HOA will own and manage common areas.
- Minimum SF of each Block A attached home to be 1,000 sq. ft. and contain a front entry and minimum of two car garage.
- Minimum SF of each Block B attached home to be 1,000 sq. ft. and contain a rear entry and minimum of two car garage.

Additional Requirements on PD – Single Family Attached

- Masonry requirements of 70% with roof eaves, recessed balcony's and porch areas of Cementous fiberboard or similar materials.
- Each unit shall have a privacy fenced back yard of 6ft in height.
- Back driveways shall be minimum of 20 ft of depth.
- No parking will be allowed on Park School House Road.
- All roofing materials shall be of 30-year architectural shingles, flat roofs will have Thermoplastic Polyolefin roofing (TPO).
- All HVAC systems shall be screened and out of view from public right of ways.
- Cluster mailbox receptacles shall be used and located in an area to be determined.
- City of Waxahachie is the owner of record of an unused dedicated alley way at the rear of the homes on Lexington Drive. This dedicated alley way to be associated to the transfer, the responsibility of the developer.
- A monument sign identifying the property and following city standards may be placed on the property, outside of any utility easements, at the discretion of the developer.
- Each unit on Block A shall have a fenced backyard of 6' in height.

City Requirements VS PD Minimum Requirements Table (See attached table)

Standards	Single-Family Attached (SF-A) Requirement	PD Proposal (25 ft Wide Single Family Attached)
Minimum Lot Area	3,630 SF per dwelling unit, not to exceed 12 dwelling units per acre (calculated on gross acreage). The minimum lot size shall be 10,890 SF.	2,125 SF (Does not include alley)
Height Requirements (Not to Exceed)	3 stories in DN, MF1, or MF2, 4 stories in CA for main building. Accessory building 1 story.	Two Story Maximum Height
Lot Density (Number Of units Per Acre)	12 units per acre	9.2 Units Per Acre
Minimum Dwelling Unit (Square Feet)	N/A	1,000 Minimum SF A/C space per unit
Minimum Lot Width	N/A	25 ft wide
Minimum Lot Depth	N/A	85 ft deep
Front Yard Setback	15ft	20 ft
Rear Yard Setback	Adjacent to Residential 25 ft. otherwise 10 ft	20 ft (does not include alley)
Maximum Lot Coverage	50% by main buildings and accessory buildings	1036 SF Includes garage (50% Maximum Lot Coverage)
Parking Requirements	2 behind front building plan, at least 1 enclosed	1 interior with garage and two exterior
Minimum Size Dwelling Units Allowed	1,000 sf	1000 SF minimum per unit

Exhibit C - Site Plan

[illegible]

(11)

Exhibit D - Elevation/Facade
Plan & 3D Renderings



BUILDING - A

(11)

Exhibit D - Elevation/Facade
Plan & 3D Renderings



BUILDING - A

(11)

Exhibit D - Elevation/Facade
Plan & 3D Renderings



BUILDING - A

(11)

Exhibit D - Elevation/Facade
Plan & 3D Renderings



BUILDING - A

(11)

Exhibit D - Elevation/Facade
Plan & 3D Renderings



BUILDING - B

(11)

Exhibit D - Elevation/Facade
Plan & 3D Renderings



BUILDING - B

(11)

Exhibit D - Elevation/Facade
Plan & 3D Renderings



BUILDING - B

(11)

Exhibit D - Elevation/Facade
Plan & 3D Renderings



BUILDING - B

(11)

Exhibit D - Elevation/Facade
Plan & 3D Renderings



BUILDING - C

(11)

Exhibit D - Elevation/Facade
Plan & 3D Renderings



BUILDING - C

(11)

Exhibit D - Elevation/Facade
Plan & 3D Renderings



BUILDING - C

(11)

Exhibit D - Elevation/Facade
Plan & 3D Renderings



BUILDING - C

(11)

Exhibit D - Elevation/Facade
Plan & 3D Renderings



BUILDING - D

(11)

Exhibit D - Elevation/Facade
Plan & 3D Renderings



BUILDING - D

(11)

Exhibit D - Elevation/Facade
Plan & 3D Renderings



BUILDING - D

(11)

Exhibit D - Elevation/Facade
Plan & 3D Renderings

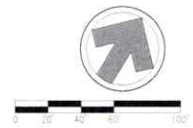


BUILDING - D

Exhibit D - Elevation/Facade
Plan & 3D Renderings

	BRICK		STONE	SHINGLES	DOOR
BUILDING A					
	MERCHANT'S MILL	BLUERIDGE MOUNTAIN	DESERT SUNRISE	WEATHERED WOOD	WALNUT STAIN
BUILDING B					
	CLIFFSIDE	DOVE GRAY	DESERT SUNRISE	WEATHERED WOOD	WALNUT STAIN
BUILDING C					
	ALLENTOWN	DOVE GRAY	DESERT SUNRISE	WEATHERED WOOD	WALNUT STAIN
BUILDING D					
	ELDERWOOD	DOVE GRAY	DESERT SUNRISE	WEATHERED WOOD	WALNUT STAIN
<div>NOTE:<ul style="list-style-type: none">ALL ROOF SHINGLES ARE MINIMUM 30 YEAR ARCHITECTURAL SHINGLES.</div>					

(ii)



- | | | TREES | |
|--|--|----------|---|
| | | QUANTITY | SYMBOL DESCRIPTION |
| | | 24 | Oak, Live 3 inch |
| | | 10 | Crape Myrtle (Lagerstroemia indica) |

LOT COVERAGE BLOCK A (1-6)			
LOT AREA	APPROX	2,150	5.7
SIDE AREA	APPROX	580	1.6
TOTAL OPEN SPACE	APPROX	22.46	6

LOT COVERAGE BLOCK B (1-6)			
LOT AREA	APPROX	3,067	8.1
SIDE AREA	APPROX	782	2.1
TOTAL OPEN SPACE	APPROX	29.54	8

LOT COVERAGE BLOCK C (7-12)			
LOT AREA	APPROX	1,526	4.1
SIDE AREA	APPROX	811	2.2
TOTAL OPEN SPACE	APPROX	12.68	3

LOT COVERAGE BLOCK D (13-18)			
LOT AREA	APPROX	2,914	7.8
SIDE AREA	APPROX	817	2.2
TOTAL OPEN SPACE	APPROX	15.85	4

1ST AREA	APPROX	2214 SF
2ND AREA	APPROX	8127 SF
TOTAL 2ND FLOOR SPACE	APPROX	10341 SF

1	LANDSCAPE PLAN
LP 1	SCALE: NTS

[illegible]

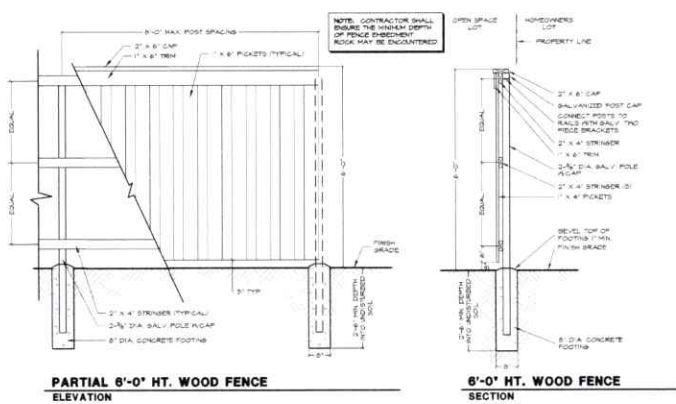
DELTA CUSTOM HOMES - SPEC HOME

LANDSCAPE PLAN
--
EASTAGE FRONT ENTRY

ISSUED ON
08-28-2023

SHEET NO
11

Exhibit F - Fencing & Signage Details



© 2004 Wiley Periodicals, Inc. *J Biomed Mater Res Part B: Appl Biomater* 70B: 100–107, 2004
DOI 10.1002/jbm.b.10053

MR. HOSKINS 106
 LULLIAN, CUSTOM HOMES, SPEC. HOME
 4039455 --

AMOUNT FROM:
 FROM:
 NAME:

ALLEN COUNTY BOARD OF HEALTH
TOLSON, OH
1974

02/28/2023 08-28-2023

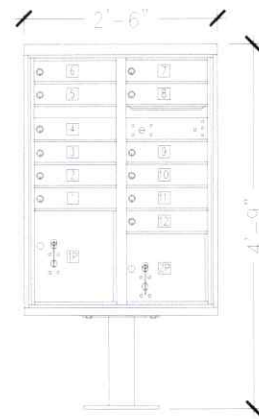
SHEET NO.
D.11
OF
5

(11)

Exhibit F - Fencing & Signage Details



MONUMENT SIGN
SCALE: NTS



CLUSTER MAILBOX
SCALE: NTS

THE FIRM HAS NOT PERFORMED A VISUAL ANALYSIS OF THE PROPOSED PROJECT TO DETERMINE IF IT IS SUBJECT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) OR THE FEDERAL NATIONAL ENVIRONMENTAL POLICY ACT (NEPA). THE FIRM HAS NOT CONDUCTED A VISUAL ANALYSIS OF THE PROPOSED PROJECT TO DETERMINE IF IT IS SUBJECT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) OR THE FEDERAL NATIONAL ENVIRONMENTAL POLICY ACT (NEPA). THE FIRM HAS NOT CONDUCTED A VISUAL ANALYSIS OF THE PROPOSED PROJECT TO DETERMINE IF IT IS SUBJECT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) OR THE FEDERAL NATIONAL ENVIRONMENTAL POLICY ACT (NEPA).

NEW RECORD FOR
LULLABY CUSTOM HOMES, SPEC HOME
ADDRESS: --
BOX / LOT / CADDRESSES

YOUR PLAN NAME NUMBER
LANDSCAPE PLAN
EQUATION: --
GAMES: HIGH GAMES

DATE: 08-24-2023

FILED ON: 08-24-2023

SHEET NO:
0 1
OF
3

STATE OF TEXAS	§	DEVELOPMENT AGREEMENT
	§	FOR FALCON'S LANDING
COUNTY OF ELLIS	§	

This Development Agreement for Falcon's Landing ("Agreement") is entered into between Falcon's Landing A Series of EIS Development II, LLC, A Texas Series Limited Liability Company ("FL-EISII") and the City of Waxahachie, Texas ("City"). FL-EISII and the City are sometimes referred herein together as the "Parties" and individually as a "Party."

Recitals:

1. FL-EISII is the owner of approximately 2.662 acres of real property generally located northwest of the intersection of Peters Street and Park School House Road, Parcel Number 226116 in the City of Waxahachie, Texas (the "Property"), for which the applicant has requested an amendment to the Property's PD-SF-A zoning to ("PD") PD-SF-A zoning with amended development standards. The Property is currently zoned PD-SF-A by the City, and is anticipated to have the PD Amendment reviewed on October 2, 2023.

2. The planned use of the Property is to create a Planned Development to allow for the use front and rear-entry single family townhomes. 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 FL-EISII 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 FL-EISII 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) ("Falcon's Landing"), a copy of which is attached hereto as Exhibit A and which contains the negotiated zoning and development standards for Falcon's Landing.

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

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 Falcon's Landing 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 the Developer.

The Developer agrees to:

- (A) A mutually agreed upon Development Agreement will be required for the property.
- (B) The development shall conform as approved by the City Council under case number ZDC-118-2023 with Exhibit A – Zoning Ordinance No. **(TBD)**, Exhibit B – Development Standards, Exhibit C – Site Plan, Exhibit D – Elevation/ Façade Plan, Exhibit E – Landscape Plan, and Exhibit F – Fencing & Signage Details.
- (C) All development within the subject property will be subject to obtaining building permits from the City in accordance with the City's applicable rules and regulations governing such permits.
- (D) Front-entry townhomes shall be permitted exclusively with Building D, as indicated on the Site Plan attached as Exhibit C.
- (E) All materials, location of materials, and percentage of materials for all buildings shall be consistent as prescribed in the Elevation/Façade Plan (Exhibit D).
- (F) FL-EISII shall provide a permanent irrigation system for all required landscape areas shown on Exhibit C - Landscape Plan and maintain the required landscaping at all times.
- (G) Any zoning, land use requirement, or restriction not contained within this Development Agreement or Zoning Ordinance No. **(TBD)**, shall conform to those requirements and/or standards prescribed in Exhibit B – Development Standards, Exhibit C – Site Plan, Exhibit D – Elevation/ Façade Plan, Exhibit E – Landscape Plan, and Exhibit F – Fencing & Signage Details. Where regulations are not specified in Exhibits B, C, D, E, F, Zoning Ordinance No. **(TBD)**, or this Development Agreement, the regulations of Section 5.09 of the City of Waxahachie Zoning Ordinance shall apply to this development.

- (H) 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 FL-EISII's agreement in this regard, the City of Waxahachie agrees that FL-EISII has reasonable investment-backed expectations in the Falcon's Landing PD Ordinance, and that the City of Waxahachie may not unilaterally change the zoning and development standards contained in the Falcon's Landing PD Ordinance without impacting FL-EISII'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 FL-EISII and all heirs, successors, and assigns and the future owners of the Property and any portion thereof; provided, however, this Agreement shall not constitute an obligation of or be deemed a restriction or encumbrance with respect to any platted residential lot upon which a completed structure has been constructed.

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

N. **Undocumented Workers Provision.** The Developer certifies that Developer does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the Term of this Agreement, Developer is convicted of a violation under 8 U.S.C. § 1324a(f), Developer shall repay the amount of any public subsidy provided under this Agreement to Developer plus six percent (6.0%), not later than the 120th day after the date the Town notifies Developer of the violation.

O. **Non-Boycott of Israel Provision.** In accordance with Chapter 2270 of the Texas Government Code, a Texas governmental entity may not enter into an agreement with a business entity for the provision of goods or services unless the agreement contains a written verification from the business entity that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the agreement. Chapter 2270 of the Texas Government Code does not apply to a (1) a company that is a sole proprietorship; (2) a company that has fewer than ten (10) full-time employees; or (3) the contract has a value of less than One Hundred Thousand Dollars (\$100,000.00). Unless Developer is not subject to Chapter 2270 of the Texas Government Code for the reasons stated herein, the signatory executing this Agreement on behalf of Developer verifies that Developer does not boycott Israel and will not boycott Israel during the Term of this Agreement.

P. **Prohibition on Contracts with Certain Companies Provision.** In accordance with Section 2252.152 of the Texas Government Code, the Parties covenant and agree that Developer is not on a list maintained by the State Comptroller's office prepared and maintained pursuant to Section 2252.153 of the Texas Government Code.

Q. **Verification Against Discrimination of Firearm or Ammunition Industries.** Pursuant to Texas Government Code Chapter 2274, (as added by Texas Senate Bill 19, 87th Tex. Reg. Session (2021) (effective September 1, 2021)) unless otherwise exempt, if the Developer employs at least ten (10) fulltime employees and this Agreement has a value of at least \$100,000 that is paid wholly or partly from public funds of the Town, the Developer represents that: (1) the Developer does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) the Developer will not discriminate during the Term of the Agreement against a firearm entity or firearm trade association.

R. **Verification Against Discrimination Developer Does Not Boycott Energy Companies.** Pursuant to Texas Government Code Chapter 2274, (as added by Texas Senate Bill 13, 87th Tex. Reg. Session (2021) (effective September 1, 2021)) unless otherwise exempt, if the Developer employs at least ten (10) fulltime employees and this Agreement has a value of at least \$100,000 that is paid wholly or partly from public funds of the Town, the Developer represents that: (1) the Developer does not boycott energy companies; and (2) the Developer will not boycott energy companies during the Term of this Agreement.

(12)

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

CITY OF WAXAHACHIE, TEXAS

By: _____
Michael Scott, City Manager

Date: _____

ATTEST:

By: _____
City Secretary

STATE OF TEXAS §
 §
COUNTY OF ELLIS §

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

[Seal]

By: _____
Notary Public, State of Texas

My Commission Expires: _____

(12)

**: FALCON'S LANDING A SERIES OF EIS DEVELOPMENT II, LLC, A TEXAS SERIES
LIMITED LIABILITY COMPANY (Owner)**

By: _____

Date: _____

STATE OF TEXAS

§

COUNTY OF ELLIS

§

§

Before me, the undersigned authority, on this _____ day of _____, personally appeared _____, representative of Falcon's Landing, 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: _____

Planning & Zoning Department

Zoning Staff Report

Case: ZDC-100-2023



MEETING DATE(S)

Planning & Zoning Commission: September 26, 2023

City Council: October 2, 2023

CAPTION

Public Hearing on a request by Viran Nana, Developer, for a **Specific Use Permit (SUP)** for a car wash use within a General Retail (GR) zoning district located on the southeast corner of Indian Drive and Brown Street (Property ID 295113) - Owner: Buffalo Creek Plaza LLC (ZDC-100-2023)

RECOMMENDED MOTION

"I move to deny ZDC-100-2023, a Specific Use Permit (SUP) for a car wash use."

APPLICANT REQUEST

The Applicant is requesting a specific use permit for a car wash use (Q Car Wash) within a General Retail (GR) zoning district located on the southeast corner of Indian Drive and Brown Street.

ACTION SINCE INITIAL STAFF REPORT

At the Planning and Zoning Commission meeting held on September 26, 2023, the Commission voted 5-1 to recommend approval of case number ZDC-100-2023, subject to staff comments.

CASE INFORMATION

Applicant: Viran Nana, Developer for Q Car Wash

Property Owner(s): Buffalo Creek Plaza, LLC

Site Acreage: 1.05 acres

Current Zoning: General Retail (GR)

Requested Zoning: GR with a specific use permit (SUP) for a Car Wash Use

SUBJECT PROPERTY

General Location: Generally located on the southeast corner of Indian Drive and Brown Street

Parcel ID Number(s): 295113

Existing Use: Undeveloped Land

Development History: A plat (SUB-175-2021) for the subject property was recorded in May 20, 2022.

*Adjoining Zoning & Uses:***Table 1. Adjoining Zoning & Uses**

Direction	Zoning	Current Use
North	GR	Prospective QuikTrip
East	GR	Undeveloped Land
South	GR	Undeveloped Land
West	GR	Undeveloped Land

*Future Land Use Plan:***Mixed-Use Neighborhood***Comprehensive Plan:*

A mixed-use neighborhood harkens back to the pre-suburban development pattern with smaller lots, smaller setbacks, shorter blocks, diverse housing typologies and very importantly, a mix of uses. This mixing of activities and uses allows the area to adapt and change over time to suit the needs of its inhabitants. Though it is not imperative for uses to always be mixed within the same building, it is important to note that large monolithic developments with near exclusive uses such as large multiplex apartments or retail centers with large land area being devoted to automobile parking do not suit mixed-use neighborhoods. Mixed-use neighborhoods are places where residents can live, work and play and are primarily accessible by foot. Given the various housing typologies encouraged in this placetype, it is essential to make sure residential uses appropriately transition from one another based on the housing typology.

Thoroughfare Plan:

Access to the subject property is planned from Brown Street (an 80-foot Major Collector) and Indian Drive (an 80-foot Major Collector). However, direct access to the subject is only from Indian Drive.

Site Image:

PLANNING ANALYSIS**Purpose of the Request**

The Applicant is requesting a specific use permit for a car wash use (Q Car Wash) within a General Retail (GR) zoning district located on the southeast corner of Indian Drive and Brown Street. Per the City of Waxahachie Zoning Ordinance, the specific use permit for a car wash requires City Council approval.

Proposed Use

The Q Car Wash will have an automatic tunnel car wash (3,976 square feet) and 25 vacuum bays. Q Car Wash has several locations in the Dallas Fort-Worth Metroplex and is seeking approval of a SUP to open its 17th location in Waxahachie. The car wash is accessible from Brown Street through a cross-access driveway from the adjoining property on the south. The car wash has direct access from Indian Drive through the driveway within their property's limits. The business will generally operate from 8 a.m. to 9 p.m. Monday through Saturday and 7 a.m. to 7 p.m. on Sunday. The Applicant anticipates having three to six employees on-site during operating hours. No detail services are proposed as part of the car wash.

The proposed project has satisfied all the requirements of the zoning ordinance, including but not limited to parking (1 space required / 5 provided), stacking (7 required / 7 provided for each stacking lane), and landscaping requirements.

Proposed Elevations

The Applicant has provided two sets of architectural elevations. Both elevations have the same building design and exterior finishing materials, except the color scheme for each option is different. Option 1 uses a brown color palette, and option 2 uses a gray color palette. The building is predominantly comprised of brick, stone, and stucco with fiber cement siding as an accent. The percentages for the proposed exterior finishing materials are in the table below. At the Planning and Zoning Commission meeting on September 26, 2023, the Commission chose option 2.

Table 2. Exterior Finishing Materials for Architectural Elevations (Option 1 and 2)

	North Elevation	South Elevation	East Elevation	West Elevation
Brick	1,260 SF (55%)	1,612 SF (68%)	313 SF (65%)	420 SF (77%)
Stone	776 SF (34%)	138 SF (6%)	17 SF (5%)	124 SF (23%)
Three Step Stucco	126 SF (6%)	447 SF (19%)	N/A	N/A
Fiber Cement Siding (Accent)	116 SF (5%)	173 SF (7%)	145 SF (30%)	N/A

Percentages do not include the surface area for windows, doors and signage.

Staff Recommendation

Staff has prepared a saturation map to show the total number of car wash businesses in the city. There are 14 car wash businesses, most along US Highway 77. The nearest car wash business (The Wash on Brown) is half a mile from the subject property. After careful consideration and analysis, staff recommends denial of the proposed SUP request for the car wash due to the existing number of car washes in the area. Staff is concerned that the construction of an additional car wash at this location would lead to an oversaturation of car wash uses in the area.

On February 20, 2023, the City Council denied an SUP request (ZDC-173-2022) for a car wash use (Clear Water Express Car Wash) located directly north of 500 N US Highway 77. The SUP request was denied on the following factors:

- At time of the request, the Applicant had not provided staff with filed copies of the mutual access easements for the proposed cross access to the site nor confirmation from the adjoining property owners indicating they were amenable to granting said mutual access easements.

- The Applicant requested a variance from the minimum building setbacks required adjacent to the residential uses located east of the property.
- Concerns regarding over-saturation of car wash uses in the area.
- Concerns regarding the compatibility of the use within the proposed location. Specifically, the light and noise from the car wash posing a nuisance to adjoining residential uses and the lack of direct access to Highway 77.

On December 20, 2021, the City Council denied an SUP request (ZDC-189-2021) for a car wash use (Crape Myrtle Express Car Wash) located south of North Grove Boulevard and east of Highway 77. The City Council denied the SUP request because it was not the highest and best use for the location. The subject property was more conducive and appropriate for retail, restaurant, and other commercial services. Additionally, the project received a few letters of opposition from the surrounding property owners.

PUBLIC NOTIFICATIONS

To comply with State law contained in Local Government Code Chapter 211 and the City's public hearing notice requirements, 12 notices were mailed to property owners within 200 feet of the request. In addition, a notice was published in the Waxahachie Sun, and a sign was visibly posted at the property. Staff received six letters of support for this request from the property owner (Buffalo Creek Plaza, LLC). The owner owns the subject property and five additional properties within the 200-foot notification area.

RECOMMENDATION

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

If the City Council chooses to recommend approval of the SUP request, staff recommends the following conditions:

1. The Applicant shall execute a mutually agreed upon development agreement.
2. The subject property shall adhere to the following exhibits approved by the City Council: Exhibit A - Location Map, Exhibit B – Site Plan, Exhibit C - Landscape Plan, and Exhibit D – Architectural Elevations.
3. The Applicant and/or Developer for the subject property shall be responsible for obtaining building permits per the City's applicable rules and regulations governing such permits.

ATTACHED EXHIBITS

1. Dev. Agmt. / SUP Ordinance
2. Location Map (Exhibit A)
3. Site Plan (Exhibit B)
4. Landscape Plan (Exhibit C)
5. Architectural Elevations (Exhibit D)
6. Operational Plan
7. Saturation Map
8. Letters of Support

STAFF CONTACT INFORMATION

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

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

(13)



City of Waxahachie, Texas
Notice of Public Hearing
Case Number: **ZDC-100-2023**



**BUFFALO CREEK PLAZA LLC
440 GINGERBREAD LN
WAXAHACHIE, TX 75165**

The Waxahachie Planning & Zoning Commission will hold a Public Hearing on Tuesday, September 26, 2023 at 7:00 p.m. in the Council Chamber at the Waxahachie City Hall, 401 South Rogers Street, Waxahachie, Texas and the Waxahachie City Council will hold a Public Hearing on Monday, October 2, 2023 at 7:00 p.m. in the Council Chamber at the Waxahachie City Hall, 401 South Rogers Street, Waxahachie, Texas to consider the following:

Request by Viran Nana. Developer, for a **Specific Use Permit (SUP)** for a car wash use within a General Retail (GR) zoning district located on the southeast corner of Indian Drive and Brown Street (Property ID 295113) - Owner: Buffalo Creek Plaza LLC (ZDC-100-2023) Staff: Eleana Tuley

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-100-2023**

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 **September 20, 2023** 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, 408 South Rogers Street, Waxahachie, TX 75165.

☒ SUPPORT

☐ OPPOSE

Comments:


Signature

Joe Rust Owner
Printed Name and Title

9-11-23
Date

440 Gingerbread Ln.
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.

(13)



City of Waxahachie, Texas
Notice of Public Hearing
Case Number: **ZDC-100-2023**



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Case Number: **ZDC-100-2023**

City Reference: 295112

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☒ SUPPORT

☐ OPPOSE

Comments:

Joe Rust
Signature
Joe Rust Owner
Printed Name and Title

9-11-23
Date
440 GINGERBREAD LN.
Address

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(13)



City of Waxahachie, Texas
Notice of Public Hearing
Case Number: **ZDC-100-2023**



BUFFALO CREEK PLAZA LLC
440 GINGERBREAD LN
WAXAHACHIE, TX 75165

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Case Number: **ZDC-100-2023**

City Reference: 295113

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☒ SUPPORT

☐ OPPOSE

Comments:

~~Waxahachie~~ Waxahachie needs newer & nicer car washes.

Signature

Joe Rust Owner
Printed Name and Title

Date

9/11/23
440 Gingerbread Ln.
Address

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(13)



City of Waxahachie, Texas
Notice of Public Hearing
Case Number: **ZDC-100-2023**



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440 GINGERBREAD LN
WAXAHACHIE, TX 75165**

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Case Number: **ZDC-100-2023**

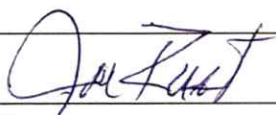
City Reference: 295114


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☒ SUPPORT

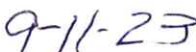
☐ OPPOSE

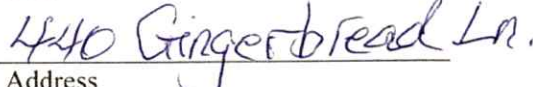
Comments:



Signature
 Owner

Printed Name and Title



Date


Address

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(13)



City of Waxahachie, Texas
Notice of Public Hearing
Case Number: **ZDC-100-2023**



**BUFFALO CREEK PLAZA LLC
440 GINGERBREAD LN
WAXAHACHIE, TX 75165**

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Case Number: **ZDC-100-2023**


City Reference: 295116

Your response to this notification is optional. If you choose to respond, please return this form by 5:00 P.M. on **September 20, 2023** 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, 408 South Rogers Street, Waxahachie, TX 75165.

☒ SUPPORT

☐ OPPOSE

Comments:



Signature

Joe Rust

Printed Name and Title

9-11-23

Date

440 Gingerbread Ln.

Address

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(13)



City of Waxahachie, Texas
Notice of Public Hearing
Case Number: **ZDC-100-2023**



**BUFFALO CREEK PLAZA LLC
440 GINGERBREAD LN
WAXAHACHIE, TX 75165**

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Case Number: **ZDC-100-2023**

City Reference: 295119

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☒ SUPPORT

☐ OPPOSE

Comments:

Signature

Joe Rust

Printed Name and Title

Joe Rust

Date

9-11-23

Address

440 Gingerbread Ln.

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(14)

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING A SPECIFIC USE PERMIT (SUP) TO ALLOW A CAR WAS USE (Q CAR WASH) WITHIN A GENERAL RETAIL DISTRICT (GR) LOCATED ON THE SOUTHEAST CORNER OF BROWN STREET (FM 813) AND INDIAN DRIVE IN THE CITY OF WAXAHACHIE, ELLIS COUNTY, TEXAS, BEING 1.05 ACRES KNOWN AS PROPERTY ID 295113, AND ORDERING THE CHANGING OF THE ZONING MAP THEREOF IN ACCORDANCE WITH SAID CHANGE.

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

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

WHEREAS, a proper application for an SUP has been made in accordance with the zoning ordinances in the City of Waxahachie and said application has been assigned case number ZDC-100-2023. Said application having been referred to the Planning and Zoning (P&Z) Commission was recommended by the P&Z Commission for approval and the issuance thereof; and

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

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

NOW, THEREFORE, this property is rezoned from GR to GR, with an SUP in order to allow a car wash use on the following property: Property ID 295113, which is shown on the location map (Exhibit A), site plan (Exhibit B), landscape plan (Exhibit C), and architectural elevations (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 the Zoning Ordinance.

Specific Use Permit

FOR OPERATION OF A SPECIFIC USE PERMIT FOR A CAR WASH USE (Q CAR WASH) USE IN THE GENERAL RETAIL (GR) DISTRICT; the following standards and conditions are hereby established as part of this ordinance:

1. A mutually agreed upon Development Agreement is required.
2. The subject property shall conform to the site plan approved by the City Council under case number ZDC-100-2023.
3. Development on the subject property shall adhere to the following exhibits approved by the City Council: Exhibit A - Location Map, Exhibit B – Site Plan, Exhibit C - Landscape Plan, and Exhibit D – Architectural Elevations.
4. The building shall consist of the building design and composed of the exterior finishing materials and their associated percentages as provided in Exhibit D – Architectural Elevations.
5. The Applicant and/or Developer for the subject property shall be responsible for obtaining building permits per the City's applicable rules and regulations governing such permits.
6. The subject property shall comply with the City of Waxahachie Municipal Code and Zoning Ordinance when any zoning, land use requirement, or restriction is not addressed or disclosed in Exhibits B, C, and D.
7. The Applicant shall provide a permanent irrigation system for all required landscape areas shown on Exhibit C – Landscape Plan and maintain the landscaping required for screening at all times.
8. 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.
9. City Council shall have the right to review the Specific Use Permit at any point, necessary.

Compliance

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

(14)

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 2nd day of October, 2023.

MAYOR

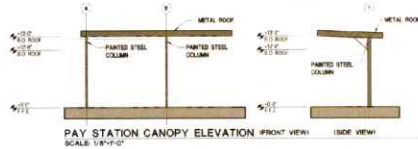
ATTEST:

City Secretary

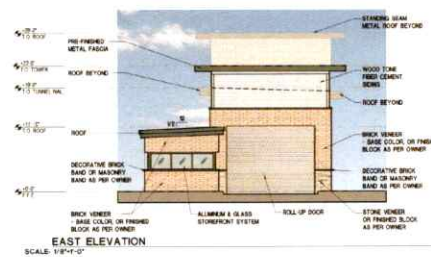
(14)



(14)



EXTERIOR MATERIALS/COLORS LEGEND				
	N ELEVATION	S ELEVATION	E ELEVATION	W ELEVATION
TOTAL FACADE AREA	2,100 S.F.	2,000 S.F.	804 S.F.	740 S.F.
DOORS/WINDOWS	300 S.F.	250 S.F.	250 S.F.	190 S.F.
FACADE AREA EXCLUDING DOORS AND WINDOWS	1,800 S.F. (86%)	1,750 S.F. (88%)	554 S.F. (69%)	550 S.F. (75%)
PRIMARY MASONRY TOTALS - BRICK	1,300 S.F. (72%)	1,210 S.F. (69%)	310 S.F. (56%)	420 S.F. (76%)
PRIMARY MASONRY TOTALS - STONE	770 S.F. (43%)	130 S.F. (8%)	17 S.F. (3%)	134 S.F. (24%)
PRIMARY MASONRY TOTALS - THREE STEP STUCCO	120 S.F. (7%)	470 S.F. (27%)	N/A	N/A
ACCENT MATERIAL TOTALS (MAX 10%)	100 S.F. (6%)	110 S.F. (6%)	140 S.F. (25%)	N/A



PROPOSED MATERIALS

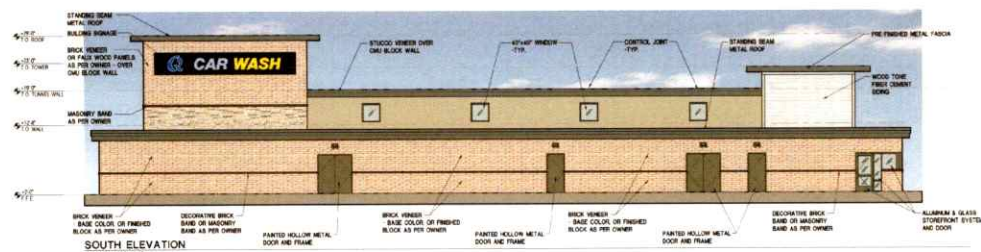
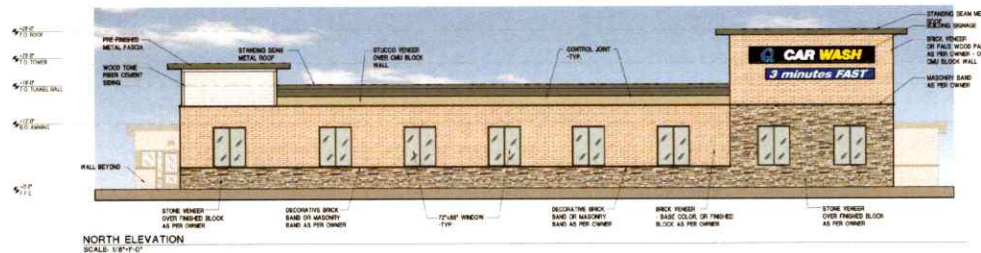


EXHIBIT D



Q CARWASH
HWY. 813 & INDIAN DR.
WAXAHACHIE, ELLIS COUNTY, TX 75165

EXTERIOR
ELEVATIONS

A5.01

Q CAR WASH, WAXAHACHIE**OPERATIONAL PLAN****About Us:**

- Q Car Wash is an express car wash operator in DFW Metroplex with 11 operating location and 5 under construction. Located in different parts of metroplex in cities such as Arlington, Grand Prairie, Fort Worth, Dallas, Duncanville, Mesquite, White Settlement, Benbrook and Grapevine.
- We are an Ecofriendly express car wash chain where we recycle almost 80 percent of water that undergoes three phase settlement process in reclaim tanks which are 2000 gallons each with Sand Separator/Interceptor.
- All chemicals used in our washes are biodegradable and environmental friendly.
- We use all electric equipment, which is an upgrade of hydraulic equipment that most of the car wash use, thereby making it less noisy. Our blowers which are the noisiest piece of equipment has silencers on them.

Proposed Hours of Operations

Following are our proposed hours of operations:

Monday to Saturday – 8 AM to 9 PM.

Sunday – 7 AM to 7 PM.

Number of Employees:

We plan to create 15 full time jobs in the City of Waxahachie. We will have at least 3 to 6 employees on site at all times to ensure smooth operations.

Compatibility with Adjoining Uses:

Our car wash will perfectly align with the adjoining use of Automobile /Gas Station. Other car washes within the vicinity have a completely different business model and do not provide all facilities like Q Car Wash. The car count and demographics suit perfectly for a car wash at this location.

Company's Business Plan:

We plan to provide not only a clean and shiny carwash to the residents of City of Waxahachie but also provide great customer service. There may be a lot of car washes that were denied but our location fits perfectly with adjoining uses without any interference with residential neighborhoods.

Express Tunnel Car Washes are approximately 24 yrs old in the USA. The first one opened in 2000 in Baton Rouge, Louisiana. These new model tunnel car washes are faster, more efficient and more economical, providing a much better car wash experience.

Other Self-Serve Car Washes are outdated, inefficient and often provide poor experience. Nationwide, the new express tunnel car washes are being embraced by customers very positively.

Waxahachie is a great growing community with a population of approx.. 40,000 residents. Each Express Tunnel Car Wash could be supported easily by 12,000 to 15,000 residents. With Waxahachie growing over 40,000 residents, it has **only two tunnel express car washes**. One is Wash Masters – Waxahachie which is approx. 4 miles to the North (different market) and the second one is Take 5 Car Wash – Waxahachie which has a small tunnel and is 1.5 miles away, North of Hwy 287.

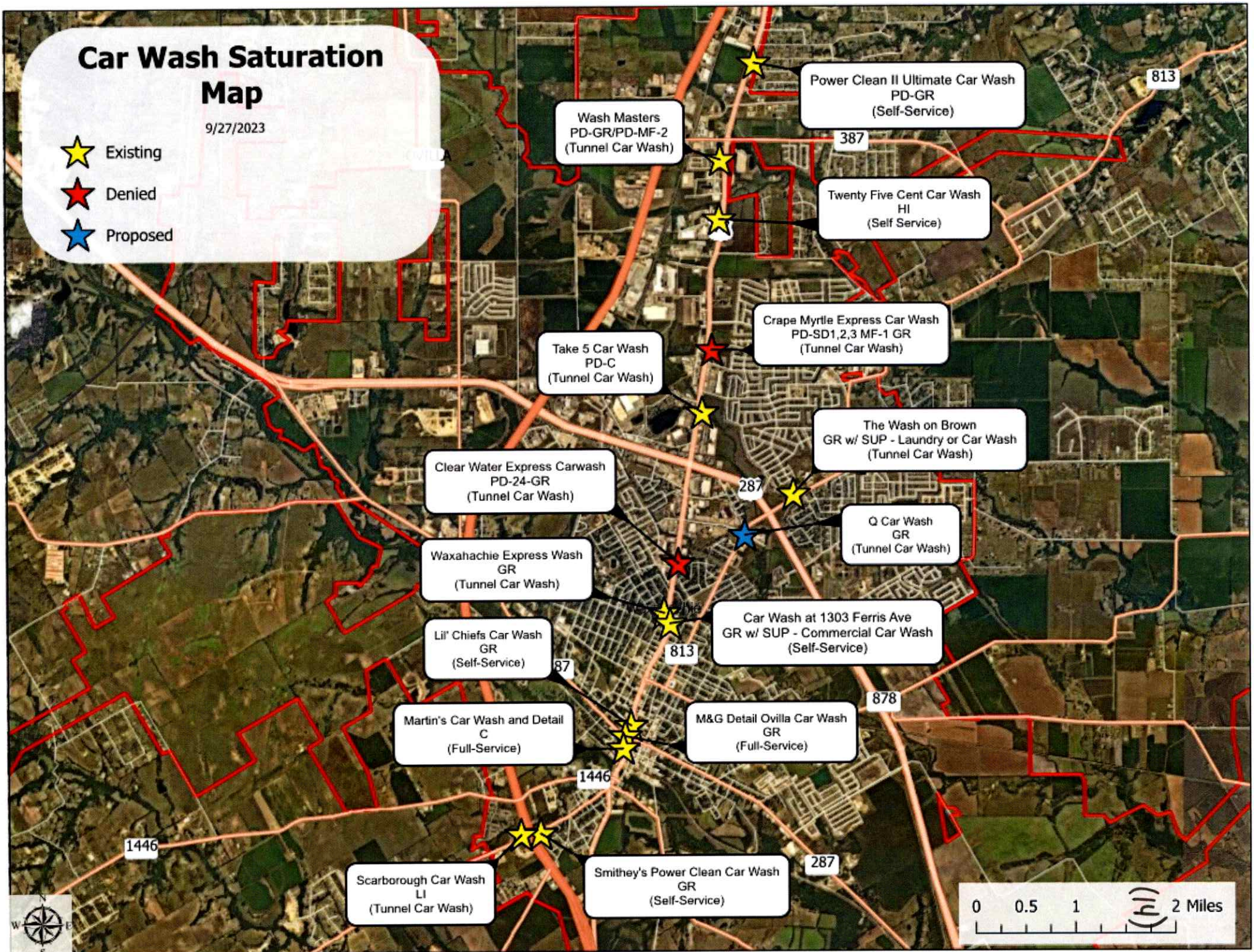
(14)

Our Express Tunnel Car Washes will also recycle 80 percent of the water used and in addition, we will have an instant water usage digital 10T Meter and app on our phone to constantly monitor our water usage – making us more responsible in our water usage.

Car Wash Saturation Map

9/27/2023

- ★ Existing
- ★ Denied
- ★ Proposed



(14)

Buffalo Creek Plaza, LLC

**TO: WAXAHACHIE PLANNING & ZONING COMMISSION &
WAXAHACHIE CITY COUNCIL**

RE: ZDC-100-2023

CITY REFERENCE: 179000, 295112, 295113, 295114, 295116, 295119

COMMENTS: All of the above properties are in support of the zoning change request. This area is zoned GR and a new car wash is a good use for this property. This will not interfere with any residential areas and is a good use for the property with it being located across from a future new QT convenience store, the high school athletic stadium parking lot, medical facilities and an assisted living home nearby.

The city's Subdivision Map, dated May 2, 2023, shows over 2,300 lots that have been platted and another 1,283 that have received Preliminary Plat approval. Waxahachie is a growing area and will need newer high tech car washes as the population continues to increase. The owner of the car wash is an experienced operator and has been very successful in other areas in the DFW area.

(15)

STATE OF TEXAS § DEVELOPMENT AGREEMENT
 § FOR Q CAR WASH
COUNTY OF ELLIS §

This Development Agreement for Q Car Wash ("Agreement") is entered between Buffalo Creek Plaza LLC ("BCP" or "Developer"), and the City of Waxahachie, Texas ("City"). BCP and the City are sometimes referred herein together as the "Parties" and individually as a "Party."

Recitals:

1. BCP is the owner of approximately 1.05 acres of real property located in the southeast corner of Brown Street and Indian Drive, Parcel Number 295113 in the City of Waxahachie, Texas (the "Property"), for which the applicant has requested a specific use permit ("SUP") for a car wash use (Q Car Wash). The Property is currently zoned General Retail by the City, and is anticipated to have the SUP reviewed on October 2, 2023.

2. The planned use for the Property is for an SUP to allow for a car wash use (Q Car Wash). The SUP process is utilized to ensure that the Property would develop in a manner that meets the City's desired development standards and provides BCP 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 BCP and the City of Waxahachie staff have occurred during various meetings, in an effort to obtain an agreed-upon and negotiated set of zoning and development standards to be reflected in the SUP zoning amendment Ordinance No. _____ (the "Q Car Wash SUP Ordinance"), a copy of which is attached hereto as *Exhibit A* and which contains the negotiated zoning and development standards for Q Car Wash.

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

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

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

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

Section 3. Agreements. The Parties agree as follows:

Incorporation of Zoning and Recognition of Investment-Backed Expectations:

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

The Developer agrees to:

- (A) The development shall conform to the site plan approved by the City Council under case number ZDC-100-2023.
- (B) The development shall adhere to the following plans approved by City Council: Exhibit A - Location Map, Exhibit B – Site Plan, Exhibit C - Landscape Plan, and Exhibit D – Architectural Elevations.
- (C) The building shall consist of the building design and composed of the exterior finishing materials and their associated percentages as provided in Exhibit D – Architectural Elevations.
- (D) All development within the subject property will be subject to obtaining building permits from the City in accordance with the City's applicable rules and regulations governing such permits.
- (E) The Applicant shall provide a permanent irrigation system for all required landscape areas shown on Exhibit C – Landscape Plan and maintain the landscaping required for screening at all times.
- (F) Any zoning, land use requirement, or restriction not contained within this Zoning Ordinance or the Development Agreement shall conform to those requirements and/or standards prescribed in Exhibit A – Location Map, Exhibit B – Site Plan, Exhibit C – Landscape Plan, and Exhibit D – Architectural Elevations. Where regulations are not specified in Exhibits B, C, and D, the development shall adhere to the regulations of the General Retail Zoning District and the City of Waxahachie Zoning Ordinance in the future.
- (G) 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 BCP's agreement in this regard, the City of Waxahachie agrees that BCP has reasonable investment-backed expectations in the Q Car Wash SUP Ordinance and that the City of Waxahachie may not unilaterally change the zoning and development standards contained in the Q Car Wash SUP Ordinance without impacting BCP'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 BCP and all heirs, successors, and assigns and the future owners of the Property and any portion thereof; provided, however, this Agreement shall not constitute an obligation of or be deemed a restriction or encumbrance with respect to any platted residential lot upon which a completed structure has been constructed.

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

N. **Undocumented Workers Provision.** The Developer certifies that Developer does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the Term of this Agreement, Developer is convicted of a violation under 8 U.S.C. § 1324a(f), Developer shall repay the amount of any public subsidy provided under this Agreement to Developer plus six percent (6.0%), not later than the 120th day after the date the Town notifies Developer of the violation.

O. **Non-Boycott of Israel Provision.** In accordance with Chapter 2270 of the Texas Government Code, a Texas governmental entity may not enter into an agreement with a business entity for the provision of goods or services unless the agreement contains a written verification from the business entity that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the agreement. Chapter 2270 of the Texas Government Code does not apply to a (1) a company that is a sole proprietorship; (2) a company that has fewer than ten (10) full-time employees; or (3) the contract has a value of less than One Hundred Thousand Dollars (\$100,000.00). Unless Developer is not subject to Chapter 2270 of the Texas Government Code for the reasons stated herein, the signatory executing this Agreement on behalf of Developer verifies that Developer does not boycott Israel and will not boycott Israel during the Term of this Agreement.

- P. **Prohibition on Contracts with Certain Companies Provision.** In accordance with Section 2252.152 of the Texas Government Code, the Parties covenant and agree that Developer is not on a list maintained by the State Comptroller's office prepared and maintained pursuant to Section 2252.153 of the Texas Government Code.
- Q. **Verification Against Discrimination of Firearm or Ammunition Industries.** Pursuant to Texas Government Code Chapter 2274, (as added by Texas Senate Bill 19, 87th Tex. Reg. Session (2021) (effective September 1, 2021)) unless otherwise exempt, if the Developer employs at least ten (10) fulltime employees and this Agreement has a value of at least \$100,000 that is paid wholly or partly from public funds of the Town, the Developer represents that: (1) the Developer does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) the Developer will not discriminate during the Term of the Agreement against a firearm entity or firearm trade association.
- R. **Verification Against Discrimination Developer Does Not Boycott Energy Companies.** Pursuant to Texas Government Code Chapter 2274, (as added by Texas Senate Bill 13, 87th Tex. Reg. Session (2021) (effective September 1, 2021)) unless otherwise exempt, if the Developer employs at least ten (10) fulltime employees and this Agreement has a value of at least \$100,000 that is paid wholly or partly from public funds of the Town, the Developer represents that: (1) the Developer does not boycott energy companies; and (2) the Developer will not boycott energy companies during the Term of this Agreement.

(15)

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

CITY OF WAXAHACHIE, TEXAS

By: _____
Michael Scott, City Manager

Date: _____

ATTEST:

By: _____
City Secretary

STATE OF TEXAS §
 §
COUNTY OF ELLIS §

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

[Seal]

By: _____
Notary Public, State of Texas

My Commission Expires: _____

(15)

DEVELOPER:

Buffalo Creek Plaza LLC,

By: _____

Name: _____

Its: _____

Date: _____

STATE OF _____ §

COUNTY OF _____ §

Before me, the undersigned authority, on this _____ day of _____, personally appeared _____, representative of Buffalo Creek Plaza, 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: _____

(11u)

Planning & Zoning Department

Zoning Staff Report

Case: SP-104-2023



MEETING DATE(S)

City Council:

October 2, 2023

CAPTION

Consider a request by Ric Choate for a **Site Plan** for the Rialto Restaurant & Holding Cell Live Music Venue, located at 216 N College St. (Property ID: 217175) – Owner: City of Waxahachie (SP-104-2023)

RECOMMENDED MOTION

"I move to approve SP-104-2023, a Site Plan for the Rialto Restaurant & Holding Cell Live Music Venue at 216 N College Street."

APPLICANT REQUEST

The applicant requests City Council approval of a Site Plan for the Rialto Restaurant & Holding Cell Live Music Venue, as required by the executed development agreement for 216 N College Street.

CASE INFORMATION

Applicant:

Ric Choate

Property Owner(s):

City of Waxahachie

Site Acreage:

0.98 acres

Current Zoning:

Central Area (CA)

SUBJECT PROPERTY

General Location:

216 N College Street

Parcel ID Number(s):

217175

Existing Use:

The subject property was the former location of the Waxahachie Police Department. The existing structure on the property is currently vacant.

Development History:

A Development Agreement for the redevelopment of the subject property was executed between the City of Waxahachie and AZREM LLC on August 8, 2022.

Adjoining Zoning & Uses:

Direction	Zoning	Current Use
North	Commercial (C)	Vacant Retail/Commercial Suites (Former CA Wilson Building)
East	Single Family-2 (SF-2)	Warehousing
South	Central Area (CA)	College Street Pub & the George Brown Plaza (Splashpad)
West	Central Area (CA)	Parking Lot (Citizens National Bank)

(16)

Future Land Use Plan:

Downtown

Comprehensive Plan:

It is most appropriate to think of the Downtown placetype as a modification of the mixed-use neighborhood placetype. Waxahachie benefits from an attractive historic core and this placetype serves to preserve and allow for incremental improvement of that area. The core of Downtown is ripe for quality vertical mixed-use development. New single-family homes are generally discouraged here as denser housing types are desired in downtown to provide more patrons to support the abundance of local businesses downtown. Attached and stacked housing is appropriate, since the downtown core is predominantly developed, denser housing will most likely occur on the fringes or edges of downtown. Active rooftops, sidewalk cafes, and parklets are an opportunity to further activate the downtown core.

Thoroughfare Plan:

The subject property is accessible via N College St. and N Jackson St.

Site Image:



STAFF ANALYSIS

Background:

The subject property was used as the home of the Waxahachie Police Department for nearly two decades. Following the construction of the new Police Department campus on Farley Street in 2018, the subject property was left vacant. On August 8, 2022, City Council executed a development agreement (Exhibit H) with AZREM LLC to facilitate the redevelopment of the subject property. Ric Choate is the primary partner in AZREM LLC managing the redevelopment project. The development agreement required the redevelopment of the site to utilize the existing 8,200 square-foot building and 25,000 square-foot parking lot for a restaurant with an outdoor seating and entertainment area. Per the agreement, the subject property will be transferred to the developer for \$1.00 following the completion of the site redevelopment and the issuance of a Certificate of Occupancy for the restaurant. Notably, the certificate of occupancy is required to be issued by February 8, 2024, per the executed development agreement. Prior to the issuance of building permits for the redevelopment of the site, the development agreement requires approval of a Site Plan and an Elevation/Façade Plan by the City Council.

Background (continued):

Following the execution of the development agreement in 2022, the applicant began preparing the subject property for redevelopment. The applicant has performed demolition work on the interior of the building and has removed several accessory structures from the subject property. The applicant has purchased and staged construction materials for the outdoor entertainment area on the site. Additionally, on September 14, 2023, the applicant received approval for a Certificate of Appropriateness application from the Heritage Preservation Commission for minor exterior changes to the existing building and the cover for the new outdoor entertainment area.

Staff Review:

Restaurant: The applicant has prepared a Site Plan application detailing their proposal for 216 N College Street redevelopment. The applicant proposes to remodel the existing building for use as the "Rialto" Italian restaurant. The restaurant is proposed to include an open dining area with pasta and pizza kitchen stations, a private dining room, and a lounge area with a bar and piano stage. The floor plan for the restaurant can be referenced for additional detail in Exhibit C below.

Outdoor Entertainment Area: Directly east of the existing building, the applicant proposes constructing an approximately 5,200 square foot covered outdoor pavilion named "The Holding Cell". This outdoor entertainment area includes a bar, flexible seating and standing areas, and a stage for live music. The outdoor entertainment area is proposed to be fully screened by a combination of an 8' masonry wall and a 12'-16' cedar fence. Exhibits C, D, and E can be referenced for a detailed look at the proposed outdoor entertainment area.

Landscaping: The applicant is also proposing additional landscape improvements for the site. Planter boxes containing seasonal colors and evergreen shrubs are proposed to be placed along the front of the building facing N College Street. The applicant is proposing to place these same planter boxes around a new dumpster enclosure on the site's northeast corner. Evergreen Blue Point Junipers are also proposed between the parking lot and the screening fence for the outdoor entertainment area. These improvements can be referenced in additional detail in Exhibit B below.

Elevation/Façade: Minor exterior elevation changes for the existing building have been proposed by the applicant. Specifically, the applicant proposes to paint the existing stucco and accent trimming with a lighter color palette. As part of this proposal, the downspouts on the building would also be painted to match the stucco trim. No changes to the doors, windows, or exterior materials on the existing building are proposed. The applicant originally proposed to add 3-5 small Italian themed murals on the building to enhance the façade. However, after review of the concept renderings, the Heritage Preservation Commission (HPC) members asked for the murals to be removed. On September 14, 2023 the HPC approved a revised elevation/façade that did not include the original murals. The HPC has also approved a blade sign for the Rialto restaurant and The Holding Cell live music venue. Exhibits E and F can be referenced below for a detailed look at the elevation/façade plan and sign plan.

RECOMMENDATION

Based on the details provided in this Staff Report and the present status of the documents subject to the request, staff recommends **Approval** of the Site Plan request.

ATTACHED EXHIBITS

1. Exhibit A - Site Plan
2. Exhibit B - Landscape Plan
3. Exhibit C - Floor Plan
4. Exhibit D - Architectural Plan (Outdoor Entertainment Area)
5. Exhibit E – Elevation/Façade Plan & Renderings
6. Exhibit F - Sign Plan
7. Exhibit G - Heritage Preservation Commission (HPC) Approval Letter
8. Exhibit H - Development Agreement for 216 N College Street

APPLICANT REQUIREMENTS

1. Building permits from the Building and Community Services Department are required to be issued prior to the commencement of any construction on the subject property.
2. Per the Development Agreement for 216 N College Street:
 - a. Prior to commencing construction of the Project, the applicant shall provide to the City a performance bond, without cost to the City, for the performance of the work in the full amount of construction costs, from a surety acceptable to the City.
 - b. The applicant shall be required to complete the construction of the improvements identified on this Site Plan (SP-104-2023) and receive a Certificate of Occupancy by February 8, 2024.
 - c. Prior to the issuance of a certificate of occupancy for any portion of the project, the applicant shall provide the City with a sworn affidavit, in a form acceptable to the City Attorney, that all bills owed by the applicant and its contractor(s) to others for materials supplied or labor performed in connection to the Project have been fully paid and satisfied.
 - d. The restaurant on the property must be open to the public a minimum of six (6) days a week.
 - e. The restaurant on the property shall remain open daily until at least 10:00pm.

STAFF CONTACT INFORMATION

Prepared by:

Zack King, AICP

Senior Planner

zking@waxahachie.com

Reviewed by:

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






















Senior Director of Planning

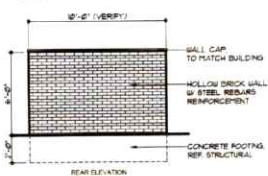
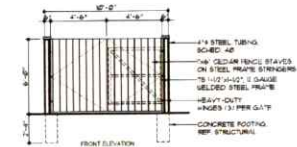
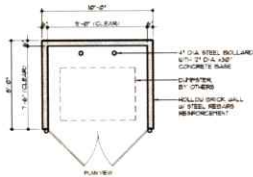
jennifer.pruitt@waxahachie.com

Exhibit A - Site Plan

LINE	BEARING	DISTANCE
L1	S 27° 53' 37" W	16.68'
L2	N 65° 14' 16" W	38.81'
L3	N 26° 10' 23" E	30.26'

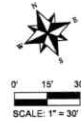
LEGEND:

- | | |
|---|--|
|  | CONCRETE PIEDestal |
|  | ELECTRIC METER |
|  | FIRE HYDRANT |
|  | GAS METER |
|  | GAS VALVE |
|  | LIGHT POLE |
|  | POWER POLE |
|  | RAILROAD CROSSING ARM |
|  | Sanitary Sewer Manhole |
|  | VAULT |
|  | WATER METER |
|  | WATER VALVE |
|  | FENCE LINE (VARIOUS TYPES) |
|  | OVERHEAD POWER LINES |
|  | SP-IRON ROD: WITH YELLOW PLASTIC CAP STAMPED "XIRCS" SET |
|  | CRIP |
|  | CAPPED IRON FOUND |
|  | IRON ROD FOUND |
|  | RIGHT-OF-WAY RECORDS, ELKS COUNTY, TEXAS |
|  | INDICATE RECORDED OR DEED CALLS |
|  | RIGHT-OF-WAY |

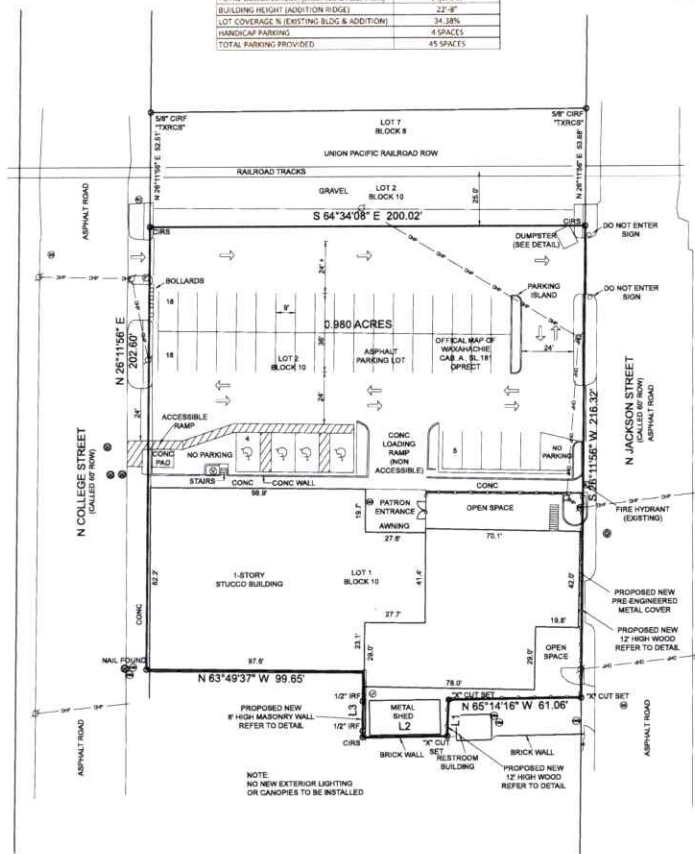


2 DUMPSTER ENCLOSURE DETAIL
1/8" = 1'-0"

SITE SUMMARY	
CURRENT ZONING	CA
PROPOSED USE	RESTAURANT, MARKET/FOOD & MUSIC VENUE
TOTAL SITE ACREAGE	0.98 ACRES
TOTAL BUILDING AREA (EXISTING & ADDITION)	14,675 SF
BUILDING HEIGHT (ADDITION RIDGE)	22'-8"
LOT COVERAGE % (EXISTING BLDG & ADDITION)	34.38%
HANDICAP PARKING	4 SPACES
TOTAL PARKING PROVIDED	45 SPACES



VICINITY MAP
NOT TO SCALE



**SITE PLAN
RIALTO RESTAURANT &
THE HOLDING CELL
216 COLLEGE STREET**

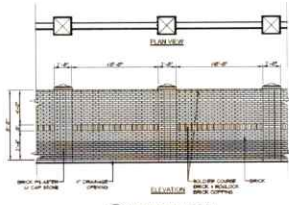
SURVEYOR:
TEXAS REALITY CAPTURE &
SURVEYING, LLC,
P.O. BOX 252
WAXAHACHIE, TEXAS 75168
469.518.0338
TBPLS FIRM NO 10194359

WAXAHACHIE, TX
PART OF LOT 1, BLOCK 10
OFFICIAL MAP OF
WAXAHACHIE
ELLIS COUNTY, TEXAS
CASE NO: SP-104-2023

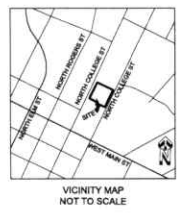
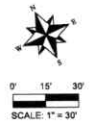
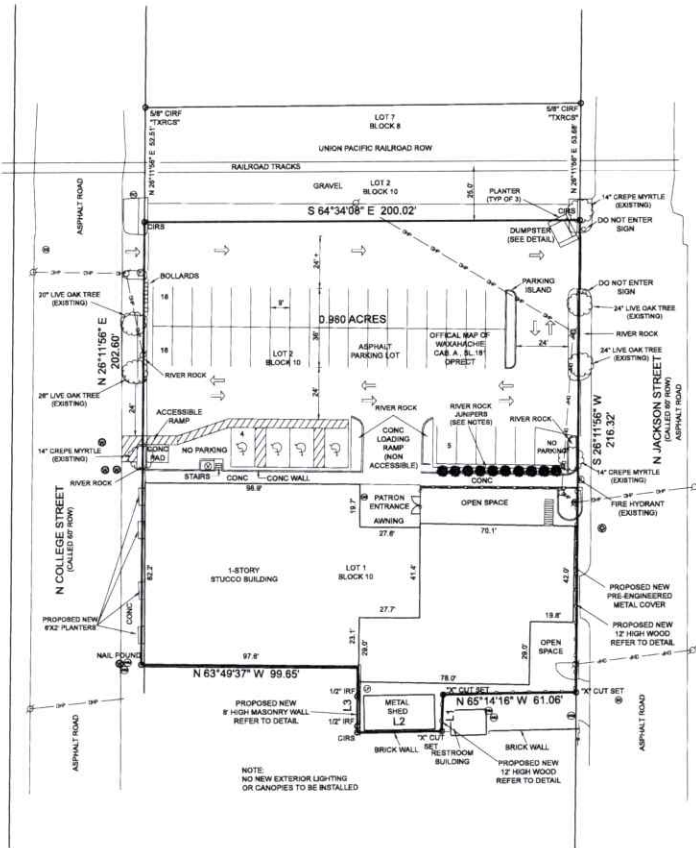
SHEET NO. 1

(1u)

Exhibit B - Landscape Plan



PLANT LIST						
PLANTER BOXES WILL BE 7'x6' CONCRETE DECORATIVE BOX						
EACH PLANTER BOX WILL CONTAIN THE FOLLOWING:						
SYMBOL	MATERIAL	QUANTITY	SIZE	HT	WIDTH	SITE TOTAL
PL	PRIVACY LIGULASTRUM	25 GAL	36"	18"	24"	14
CB	CHERRY BLOSSOM PETALUM	11 GAL	12"	24"	24"	7
SYMBOL	MATERIAL	QUANTITY	SIZE	HT	WIDTH	SPACING
RIVER ROCK	2"-2" RIVER ROCK	1015 GAL	12"-2"	12"-2" DEEP	24"	48"
JUNIPER	BLUE POINT JUNIPER					



SURVEYOR:
TEXAS REALITY CAPTURE &
SURVEYING, L.L.C.
P.O. BOX 262
WAXAHACHIE, TEXAS 75168
469.518.0338
TBPLS FIRM NO 10194359

SHEET NO. A01

(1u)

Exhibit B - Landscape Plan



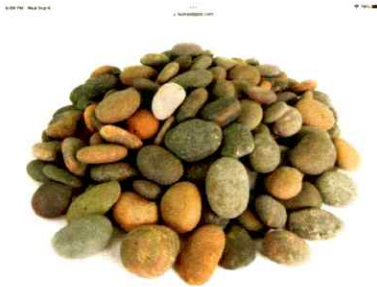
CHERRY BLAST
LOROPETALUM



PRYAMID LIGUSTRUM



BLUE POINT JUNIPER



1"-2" RIVER ROCK



PROPOSED FENCE EXAMPLE

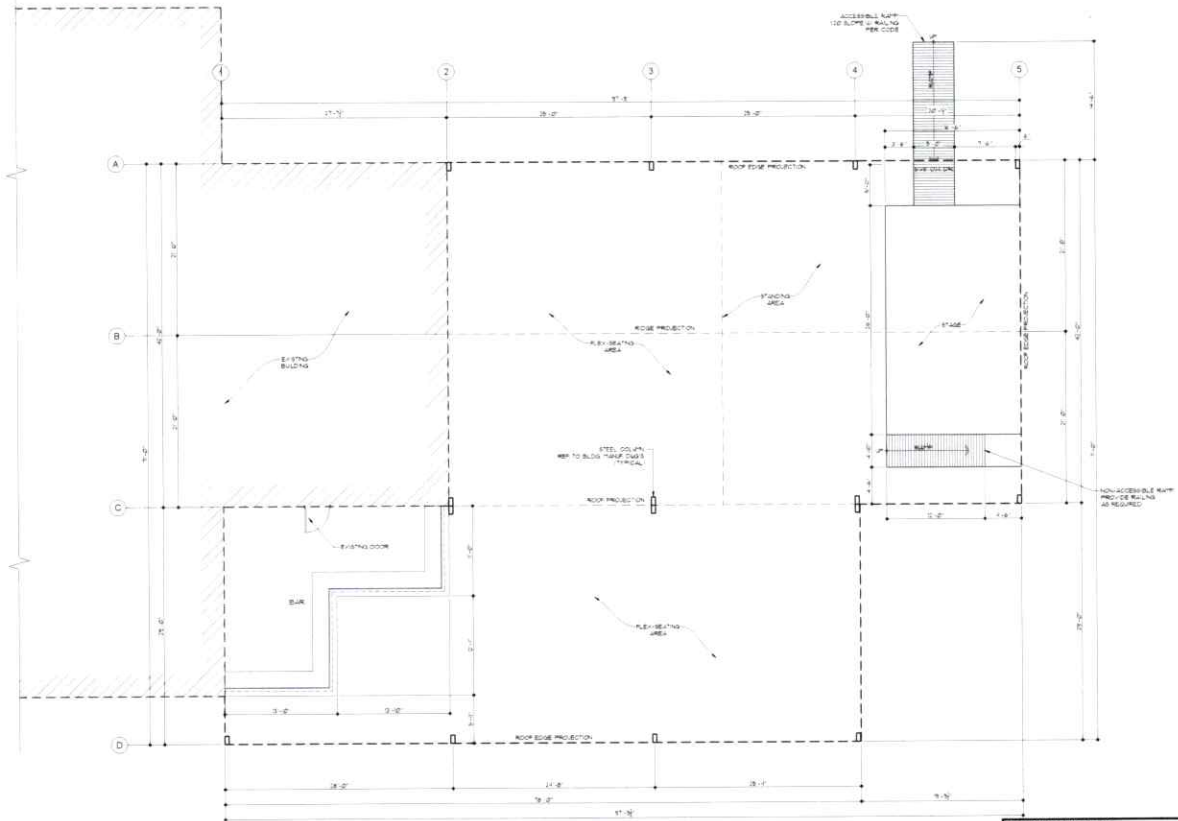
PLANT LIST						
PLANTER BOXES WILL BE 2'X6' CONCRETE DECORATIVE BOX						
EACH PLANTER BOX WILL CONTAIN THE FOLLOWING						
SYMBOL	MATERIAL	QUANTITY	SIZE	HT	WIDTH	SITE TOTAL
PL	PRYAMID LIGUSTRUM	2	5 GAL	36"	18"	14
CB	CHERRY BLAST LOROPETALUM	1	1 GAL	12"	24"	7
SYMBOL	MATERIAL	QUANTITY	SIZE	HT	WIDTH	SPACING
RIVER ROCK	1"-2" RIVER ROCK		1"-2"	1"-2" DEEP		
JUNIPER	BLUE POINT JUNIPER	10	15 GAL	48"	24"	48"

PROPOSED REMODEL FOR RIALTO RESTAURANT & HOLDING CELL LIVE MUSIC 278 N COLLEGE ST WAXAHAMIE, TEXAS 75165		LANS 10-0001	
TXRCS TEXAS REALTY CAPTURE & RECONSTRUCTION, L.L.C. 1000 J. FRANKLIN BLVD. #1000 FALLS CHURCH, VA 22033 TEL: 572-222-2222 FAX: 572-222-2222		OWNER JAL	REVISION 1
DESIGN 09-09-2023		REVISION 09-09-2023	REVISION 09-09-2023
DESIGN TITLE EXAMPLES		SHEET NO. A0.2	

Exhibit C - Floor Plan (Restaurant)



Exhibit C - Floor Plan (Outdoor Entertainment Area)



1 FLOOR PLAN - BLDG. ADDITION
1/8" = 1'-0"

PROPOSED REMODEL FOR
**RIALTO RESTAURANT
& HOLDING CELL LIVE MUSIC**
218 N COLLEGE ST
WAXAHACHIE, TEXAS 75165

TXRCS
TEXAS RADIO CLUB

TEXAS RADIO CLUB, CAPTIVE &
SUPPORTING LLC
1805 S. CHURCH ST. SUITE 200
P.O. BOX 242
VAN HOUTEN, TX 75140
PH: 817.317.0238

CASE NUMBER

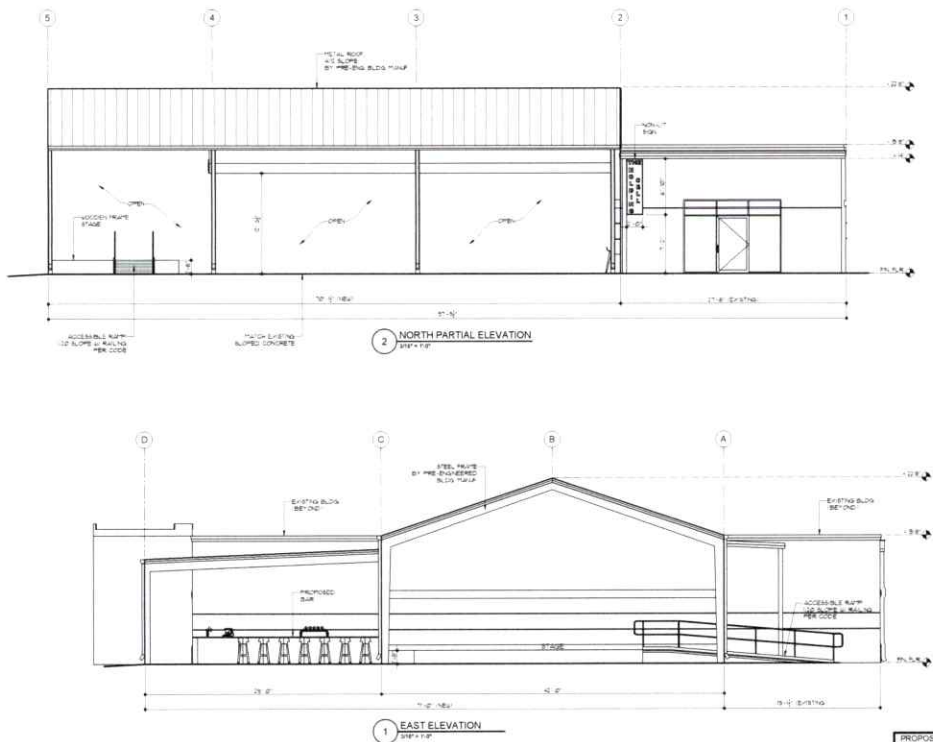
SP-104-2023

DRAWN JL	REVIEWED TJ
DATE 06-29-2007	SCALE AS NOTED
SHEET TITLE METAL BUILDING ADDITION FLOOR PLAN	SHEET NO A1.1

A1.1

(1u)

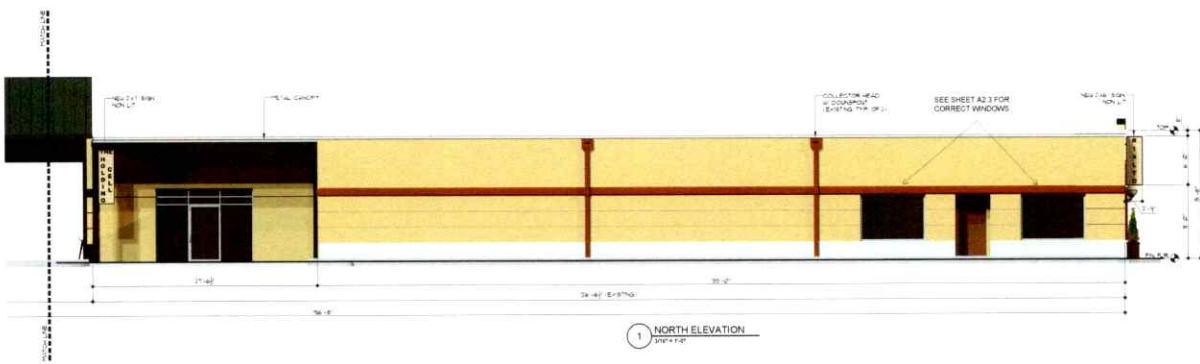
Exhibit D - Architectural Plan (Outdoor Entertainment Area)



PROPOSED REMODEL FOR RIALTO RESTAURANT & HOLDING CELL LIVE MUSIC 216 N COLLEGE ST. WAKAHACHE, TEXAS 75165		JOB NUMBER SP-104-2023	
 TXRCS DESIGN-BUILD-CONSTRUCTION 216 N COLLEGE ST. WAKAHACHE, TEXAS 75165 TEL: 940.350.1111 FAX: 940.350.1112 WWW.TXRCS.COM	DATE	08-29-2023	SCALE
	DRAWN	AL	REVIEWED
	SHEET TITLE	METAL BUILDING SECTIONS	SHEET NO.
			A2.1

(16)

Exhibit E - Elevation/Facade Plan & Renderings



PROPOSED REMODEL FOR RIALTO RESTAURANT & HOLDING CELL LIVE MUSIC 318 N COLLEGE ST WAXAHACHIE, TEXAS 75165		CASE NUMBER SP-104-2023	
 TEXAS REALTY CONSULTANTS 7500 N. FARM ROAD, SUITE 100 FARMERSVILLE, TEXAS 77934 (817) 455-1100	DATE	30-09-2021	SCALE
	SHEET TITLE	BUILDING ELEVATION	SHEET NO.
			A2.2


(16)

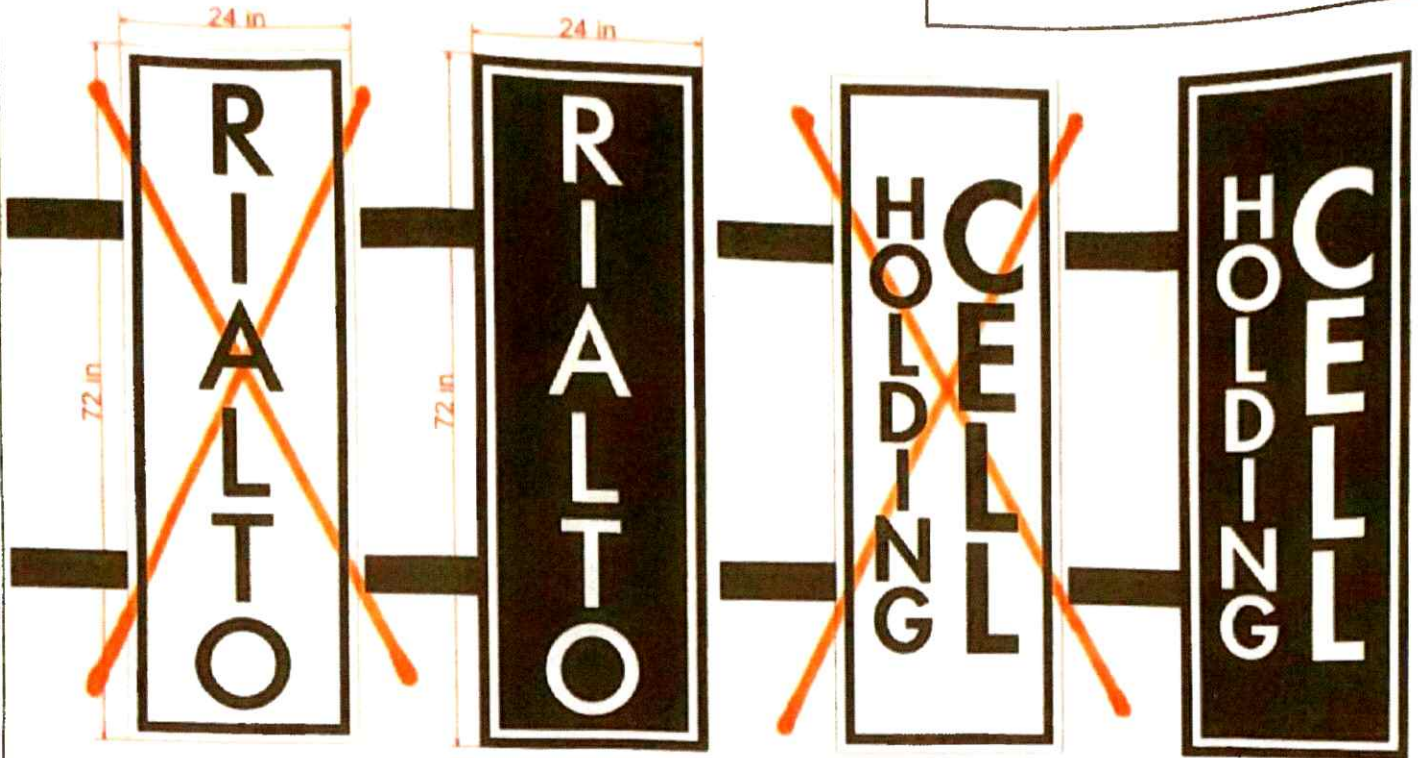
Exhibit E - Elevation/Facade Plan & Renderings



PROPOSED REMODEL FOR RIALTO RESTAURANT & HOLDING CELL LIVE MUSIC 218 N COLLEGE ST WAXAHACHIE, TEXAS 75165		DATE NUMBER SP-104-2023	
 TXRCS TEXAS RESTAURANT & HOLDING CELL LIVE MUSIC 218 N COLLEGE ST WAXAHACHIE, TEXAS 75165 TEL: 817.511.1111 WWW.TXRCS.COM	DATE	REVIEWED	
	08-29-2023	TJ	
	SHEET TITLE	SCALE	A3 NOTED
RENDERINGS			A2.3

Exhibit F - Sign Plan

CUSTOMER INFO		JOB DESCRIPTION	
Contact: -		(16)	:
Company: -		:	
Phone #: -		:	
Email: -		:	
Date: September 14th, 2023		PRICE	



PLEASE PROOF READ CAREFULLY.

AFTER APPROVAL, QUICKWAY SIGNS WILL NOT BE FINANCIALLY RESPONSIBLE FOR ERRORS ON PROOF. CUSTOMERS MUST PAY A 50% MINIMUM DEPOSIT BEFORE ANY OFFICIAL PRODUCTION OF PROJECTS.

- ☐ I have verified the artwork.
- ☐ I have verified the colors.
- ☐ I have verified the text and spelling.
- ☐ I have verified the layout.
- ☐ I have read and agree to all disclaimers.

- ☐ Approved. No Changes Required
- ☐ Please make the noted changes



306 W. Main St.
Waxahachie, TX 75165
972-937-7446

info@quickwaysignstx.com

Signature

Date

**Exhibit G - Heritage Preservation
Commission (HPC) Approval**

(16)

**CITY OF WAXAHACHIE
APPLICATION FOR
CERTIFICATE OF APPROPRIATENESS
FOR HISTORIC PROPERTY RESTORATIONS**

Case Number _____

Date Filed: 9-7-23

Date for Consideration by the Heritage Preservation Commission: 9.14.23

Property Owner City of Waxahachie and/or Agent Ric Choate

Mailing Address - Owner/Agent (circle one) 108 W University Ave Waxahach

Phone number 214-914-9083

Email address studioric@yahoo.com

Historic Structure Address 216 N College St

Is this structure for residential or non-residential use? (circle one)

Has this structure been designated as a Historic Resource?

Yes _____ No X By whom _____

(If it has not been designated, the property owner must request designation as a historic resource from the Heritage Preservation Commission prior to applying for a Certificate of Appropriateness.)

Is this structure in the Historic Overlay District? Yes X No _____

The Commission is appointed to assist you, but it also has the responsibility of protecting significant historic properties from inappropriate changes. **The Heritage Preservation Commission will not approve your project unless the Commission is shown to its satisfaction that the project is consistent with the historical character of the property.** Answer the following statements carefully and provide as much information as possible so the Commission can make an informed decision.

1. Description of Project: Restaurant - Live Music

Construct an open air pavilion at rear of building and privacy fence around it. Repaint existing facade

2. Reason(s) you feel the proposed exterior work is consistent with the historical character of the property (use additional space on the back of this form or by attaching additional sheets if necessary).

We are preserving the look of the original building. Addition in the back Follows / meets requirements Landscaping added to improve property

(RC)

(14)

**Exhibit G - Heritage Preservation
Commission (HPC) Approval**

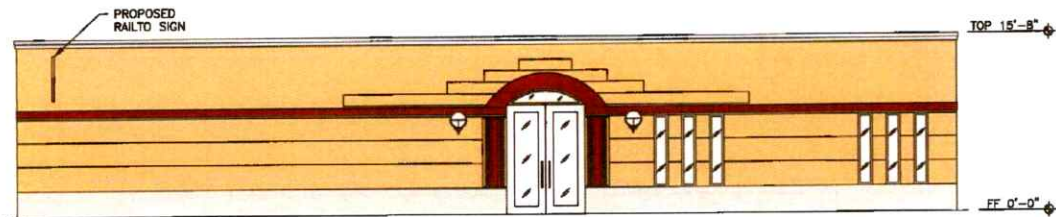


RAILTO RESTAURANT & HOLDING CELL LIVE MUSIC

216 NORTH COLLEGE STREET
WAXAHACHIE, TEXAS 75165
CASE NO. SP-104-2023

(16)

**Exhibit G - Heritage Preservation
Commission (HPC) Approval**



RAILTO RESTAURANT & HOLDING CELL LIVE MUSIC

216 NORTH COLLEGE STREET
WAXAHACHIE, TEXAS 75165
CASE NO. SP-104-2023

(16)

**Exhibit G - Heritage Preservation
Commission (HPC) Approval**

Police Department



(14)

**Exhibit G - Heritage Preservation
Commission (HPC) Approval**

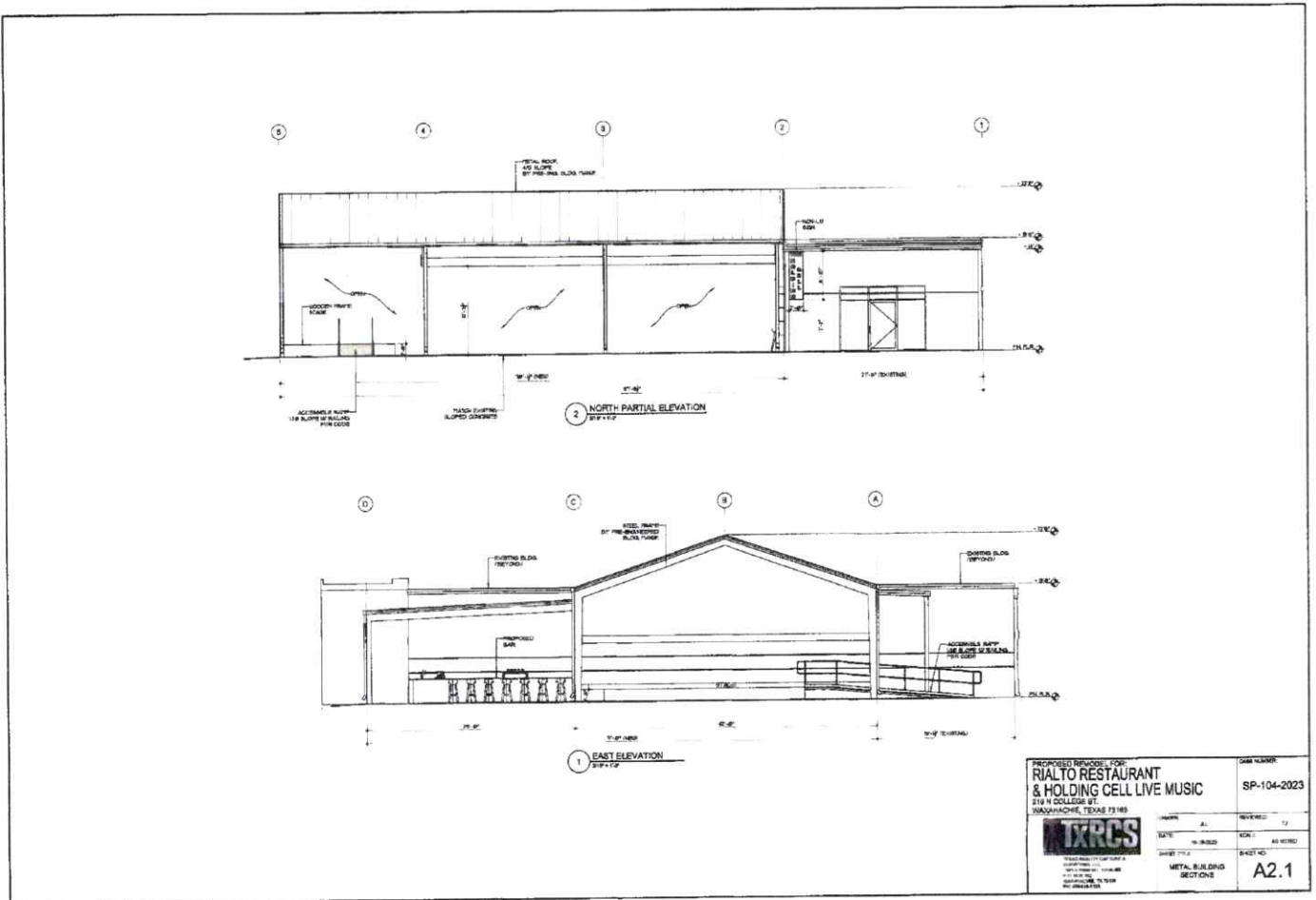


Exhibit G - Heritage Preservation Commission (HPC) Approval

(16)

COUNT CONTRACTOR INFO BRANCH LOCATIONS CAREERS SIGN IN

MUELLER, INC.
METAL ROOFING, SIDING & COMPONENTS

BUILDINGS

ROOFING

KITS

COIL

GALLERY

TOOLBOX

ABOUT US

DOWNLOADS

Search...



Roofing R Panel

R PANEL

The R Panel is a low-maintenance, durable metal roofing alternative to conventional roofing. It's ideal for retro-fitting over existing composition shingles, and it saves time, labor and disposal costs, which means a lower total project cost. Choose from many designer colors for a sleek, attractive appearance.



R PANEL BENEFITS:

- Up to a 35/40-Year Limited Paint Warranty
- A Wide Range of Designer Colors
- Hail Resistant – Underwriters Laboratories Class-4 Rating
- Fire Resistant
- Wind Resistant
- Practically Maintenance Free
- 26-Gauge - Commercial Grade Steel
- Energy Efficient
- Greater Life Expectancy
- Outstanding Durability
- Possible Insurance Savings
- To See PBR options [click here](#)

[See gallery photos](#)

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FREQUENTLY ASKED QUESTIONS

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What is the minimum roof slope recommended for R Panel?

What is the warranty on a Mueller roof?

Is a metal roof easy to install?

Can I install metal roofing over my existing shingles?

Is thicker material always

Available Colors...



[View All Colors](#) v

(16)

**Exhibit G - Heritage Preservation
Commission (HPC) Approval**



CHERRY BLAST
LOROPETALUM



PRYAMID LIGUSTRUM



BLUE POINT JUNIPER



1"-2" RIVER ROCK



PROPOSED FENCE EXAMPLE

PLANT LIST						
PLANTER BOXES WILL BE 2'X6' CONCRETE DECORATIVE BOX						
EACH PLANTER BOX WILL CONTAIN THE FOLLOWING						
SYMBOL	MATERIAL	QUANTITY	SIZE	HT	WIDTH	SITE TOTAL
PL	PRYAMID LIGUSTRUM	2	5 GAL	36"	18"	14
CB	CHERRY BLAST LOROPETALUM	1	1 GAL	12"	24"	7
SYMBOL	MATERIAL	QUANTITY	SIZE	HT	WIDTH	SPACING
RIVER ROCK	1"-2" RIVER ROCK		1"-2"	1"-2" DEEP		
JUNIPER	BLUE POINT JUNIPER	10	15 GAL	48"	24"	48"

TRCS TRIALTO RESTAURANT & HOLDING CELL LIVE MUSIC 200 N. COLLEGE ST. ANN ARBOR, MI 48106-1308 734.769.1308		SP-104-2023	
DATE	APPROVED	DATE	APPROVED
06/27/23		06/27/23	
CITY PLAN		A0.1	

**Exhibit G - Heritage Preservation
Commission (HPC) Approval**

(16)

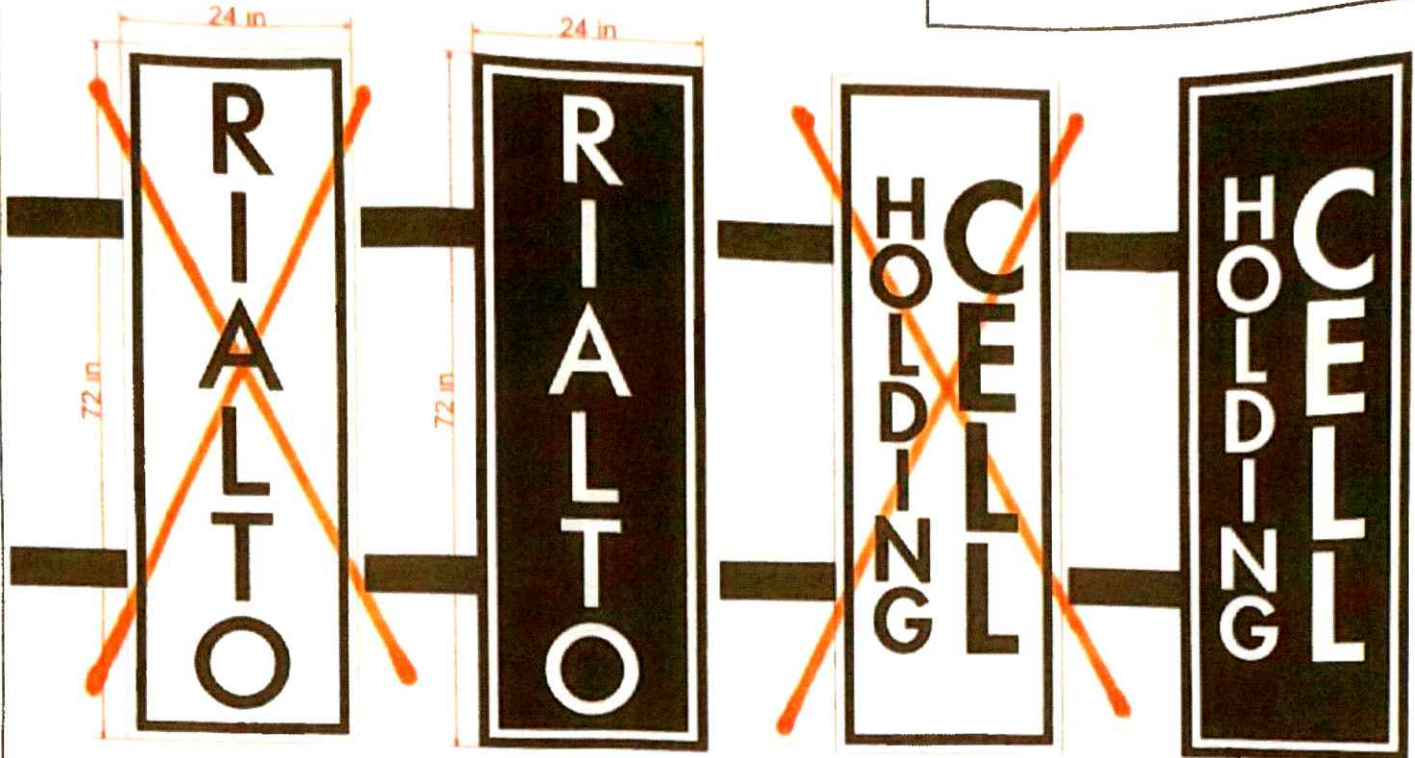
Company: -
Phone #: -
Email: -

Date: September 14th, 2023



JOB DESCRIPTION

PRICE



PLEASE PROOF READ CAREFULLY.

AFTER APPROVAL, QUICKWAY SIGNS WILL NOT BE FINANCIALLY RESPONSIBLE FOR ERRORS ON PROOF.
CUSTOMERS MUST PAY A 50% MINIMUM DEPOSIT BEFORE ANY OFFICIAL PRODUCTION OF PROJECTS.

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- ☐ I have verified the text and spelling.
- ☐ I have verified the layout.
- ☐ I have read and agree to all disclaimers.

- ☐ Approved. No Changes Required
- ☐ Please make the noted changes



306 W. Main St.
Waxahachie, TX 75165
972-937-7446

info@quickwaysignstx.com

Signature

Date

**Exhibit H - Development Agreement
for 216 N College Street**

(16)

**DEVELOPMENT AGREEMENT BETWEEN THE CITY OF WAXAHACHIE, TEXAS,
AND AZREM LLC**

THIS DEVELOPMENT AGREEMENT BETWEEN THE CITY OF WAXAHACHIE, TEXAS, AND AZREM LLC. ("Agreement"), is made and entered into this 8th day of August, 2022 (the "Effective Date"), by and between the City of Waxahachie, Texas ("Waxahachie" or the "City"), and AZREM LLC ("Developer"), collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, Developer is developing an approximate 1.02 acre tract, with a street address of 216 North College Street (the "Property"), the legal description of which is attached hereto as Exhibit A and incorporated by reference, by redeveloping an approximate 8,200 square foot building and an approximate 25,109 square foot concrete parking lot (collectively, the "Project"), to be utilized as a restaurant with an outdoor seating and entertainment area, to be constructed in accordance with the exhibits attached hereto, and more fully described herein; and

WHEREAS, in this Agreement the City and Developer wish to address a variety of issues related to this Project, including the development of the Project as well as the timing and payment of associated costs related thereto, waiver of certain City fees, building construction materials and architectural standards, and dedications and easements, among others; and

WHEREAS, the City and Developer acknowledge that the construction of the Project is desirable; however, both Parties recognize that there are capital costs associated with the proposed construction; and

WHEREAS, this Agreement clearly is in the best interests of the City and Developer and it is deemed mutually beneficial to each; and

WHEREAS, Chapter 380 of the Texas Local Government Code provides that Texas municipalities may create programs to promote local economic development; and

WHEREAS, the City wishes to partner with Developer and provide incentives to Developer to assist in the continued economic development of the Property, particularly since the Property and the Project are located in Downtown Waxahachie and will lead to further economic development in Downtown Waxahachie; and

WHEREAS, the City has concluded and hereby finds that this Agreement clearly promotes economic development in the City and, as such, meets the requisites under Chapter 380 of the Texas Local Government Code and further, is in the best interests of the City and Developer; and

Exhibit H - Development Agreement for 216 N College Street

(16)

WHEREAS, Developer has applied to the City for financial accommodations, including those which are described in this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the City and Developer covenant and agree as follows:

1. **Conveyance of the Property.** Upon the issuance of a certificate of occupancy (CO), the City shall convey the Property to Developer for \$1.00, the receipt and sufficiency of which are hereby acknowledged by the Parties. The Parties further agree and acknowledge that AZREM, LLC shall be responsible for all costs associated with the conveyance of the Property, including but not limited to filing fees, surveys, title searches, site evaluation, and environmental assessments. The Parties agree and acknowledge that the current (2022) appraised value for the Property (land and improvements) according to the Ellis Appraisal District is \$1,399,665.00.

2. **Construction of the Project; Terms and Conditions.** Developer agrees to construct the Project subject to the following terms and conditions:

A. **Approval Required for Site Plan/Elevations.** The Site Plan for the Project and design, along with proposed elevations, shall be subject to City approval.

B. **Construction in Compliance with All City Requirements.** All construction of the Project shall be in compliance with all existing zoning, site planning, building regulations and other construction requirements of the City, including any and all historic overlay/heritage preservation guidelines and standards. Further, all building construction materials and architectural features shall be in compliance with the standards contained in Exhibit B, attached hereto and incorporated by reference.

C. **Performance Bond.** Prior to commencing construction of the Project, Developer shall provide to the City a performance bond, without cost to the City, for the performance of the work in the full amount of construction costs, from a surety acceptable to the City.

D. **Completion of Construction.** Construction of the Project shall be completed within eighteen (18) months from the date of execution of this Agreement. For purposes of this Agreement, the date of completion shall mean the date upon which a certificate of occupancy is issued by the City for the Project. In the event the Project has not been completed in eighteen (18) months, as referenced herein, ownership of the Property shall automatically revert back to the City and the City shall be only obligated to pay Developer for 75% of the costs of construction incurred by Developer as of the date of non-compliance with the terms of this Paragraph.

E. **"Bills-Paid" Affidavit.** Prior to the issuance of a certificate of occupancy for any portion of the Project, Developer also shall provide the City with a sworn affidavit, in a form acceptable to the City Attorney, that all bills owed by Developer and its Contractor

Exhibit H - Development Agreement for 216 N College Street

(11)

to others (including subcontractors, laborers or materialmen) for materials supplied or labor performed in connection to the Project have been fully paid and satisfied. Developer and its Contractor shall warrant that should any claim or lien be filed for material supplied or labor performed by virtue of Developer's and its Contractor's participation in the construction of said Project, **Developer and its Contractor shall fully indemnify, defend and hold harmless the City from and against any and all losses, liability, costs and expenses the City may incur by reason of such liens.** The intent of the "Bills-Paid" Affidavit is to comply with Texas Property Code § 53.085, as amended. It is further specifically understood and agreed that any false or misleading statement contained in such Affidavit may subject the affiant(s) to criminal prosecution and personal liability for any loss or damage incurred in reliance upon the Affidavit.

F. The Parties agree that in no event shall more than fifty percent (50%) of the fair market value of the Property be used as collateral or security at the time of application by Developer for any construction loan or other security instrument for the Project.

3. **Operational Parameters of the Project.** Upon completion of the Project, as defined in Paragraph 2, above, Developer agrees to the following operational provisions for the Project:

A. **Days Open to the Public.** The restaurant designated on the Property must be open to the public a minimum of six (6) days a week.

B. **Opening Hours.** The restaurant designated on the Property shall remain open daily until at least 10:00 p.m.

C. **Special Provisions for Tenant Vacancy.** From the date the City issues a certificate of occupancy for the Project up to fifteen (15) years from the date of the City's issuance of a certificate of occupancy for the Project, Developer agrees that if any restaurant designated on the Property is vacant for ninety (90) days or longer, Developer shall pay the City One Thousand Dollars (\$1,000.00) per month until a new restaurant is leased and operational. If any restaurant designated on the Property is vacant for six (6) months or longer, the City may purchase the Property pursuant to the terms outlined in Paragraph 5, below.

4. **Taps and Waiver of Permit Fees.** During the eighteen (18) month construction period referenced in Paragraph 2, above, Developer shall receive (i) permit fee waivers and (ii) the expedited processing of site plans, plats and other filings required by the City. Further, during said period the City shall provide Developer any water taps/meters and sewer taps for the Project at no cost. To the extent a fee or cost is not referenced in this Paragraph, then Developer shall be responsible for such fee or cost.

5. **Proposal to Sell Property by Developer; City to be Offered First Right to Purchase.**

Exhibit H - Development Agreement for 216 N College Street

(116)

A. Proposal to Sell Property up to 5 Years After Completion. In the event Developer proposes to sell the Property at any time between the date of completion of construction of the Project and the five (5) years following such completion, the City shall be offered the first right to purchase the Property. The purchase price for the City shall be the costs of construction incurred by Developer, exclusive of the value of land or any increase in taxable value attributable to land. If the City opts not to purchase the Property, any other purchaser must be approved by the City.

B. Proposal to Sell Property from 5 up to 15 Years After Completion. In the event Developer proposes to sell the Property at any time between more than five (5) years from the date of completion of construction of the Project and up to fifteen (15) years following such completion, the City shall be offered the first right to purchase the Property. The purchase price for the City shall be fair market value of the Project, as determined by an appraisal obtained by the City at its expense, exclusive of the value of land or any increase in taxable value attributable to land. If the City opts not to purchase the Property, any other purchaser must be approved by the City.

6. Notification of Sale or Transfer; Filing in Real Property Records. Developer shall notify the City in writing of any sale or transfer of all or any portion of the Property, within thirty (30) business days of such sale or transfer. Further, this Agreement shall be filed in the real property records of Ellis County, Texas.

7. Default. If Developer fails to comply with any provision of this Agreement after receiving thirty (30) days' written notice to comply from the City or such longer period as may be reasonably necessary provided that Developer commences to cure the default or breach within the 30-day period and proceeds with reasonable diligence thereafter to complete such cure, then so long as such default continues and is not cured, the City shall have the following remedies, in addition to the City's other rights and remedies:

- (a) to refuse to issue any permits for the Project; and/or
- (b) to seek specific enforcement of this Agreement; and/or
- (c) declare Developer in default of this Agreement and pursue any remedy authorized by law; and/or
- (d) for any amount of fees waived in whole or in part by the City pursuant to this Agreement (for example, tap fees, building permit fees, and any related fees), the City may file a lien on the Property for same, with statutory interest, in the Ellis County real property records; and/or
- (e) to purchase the Property pursuant to the terms outlined in Paragraph 5, above.

In the event City fails to comply with the terms and conditions of this Agreement, Developer may seek specific enforcement of this Agreement and/or bring suit to recover

Exhibit H - Development Agreement for 216 N College Street

(11)

any amounts due and owing hereunder (but not consequential or punitive damages) as its sole and exclusive remedies. Developer shall be permitted reasonable delays of all deadlines arising out of the City defaults.

8. **Other Applicable Development Ordinances.** Unless otherwise expressly stipulated in this Agreement, nothing herein shall relieve Developer from responsibilities for the construction of other public improvements under applicable development ordinances of the City.

9. **Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Ellis County, Texas. Venue for any action arising under this Agreement shall lie in Ellis County, Texas.

10. **Notices.** Any notices required or permitted to be given hereunder shall be given by certified or registered mail, return receipt requested, to the addresses set forth below or to such other single address as either party hereto shall notify the other:

If to the City: The City of Waxahachie, Texas
401 S. Rogers
P.O. Box 757
Waxahachie, Texas 75165
Attn: City Manager's Office

If to Developer: AZREM, LLC
2010 Spring Creek Drive
Midlothian, Texas 76065
Attn: Mo Hadzovic

11. **Prevailing Party.** In the event any person initiates or defends any legal action or proceeding to enforce or interpret any of the terms of this Agreement, the prevailing party in any such action or proceeding shall be entitled to recover its reasonable costs and attorney's fees (including its reasonable costs and attorney's fees on any appeal).

12. **Sovereign Immunity.** The Parties agree that City has not waived its sovereign immunity by entering into and performing its obligations under this Agreement; however, for purposes of enforcement of this Agreement, City agrees that it has waived its sovereign immunity, and to that extent only.

13. **Effect of Recitals.** The recitals contained in this Agreement: (i) are true and correct as of the Effective Date; (ii) form the basis upon which the parties negotiated and entered into this Agreement; (iii) are legislative findings of the City Council; and (iv) reflect the final intent of the parties with regard to the subject matter of this Agreement. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the

Exhibit H - Development Agreement for 216 N College Street

(14)

maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

14. **Consideration.** This Agreement is executed by the parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

15. **Counterparts.** This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. A facsimile signature will also be deemed to constitute an original if properly executed.

16. **Entire Agreement.** This Agreement contains the entire agreement between the parties hereto and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Agreement shall be construed as a whole and not strictly for or against any party.

17. **Savings/Severability.** Invalidity of any one of the provisions of this document by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect. In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the Agreement shall, to the extent reasonably possible, remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.

18. **Authority to Execute.**

A. The Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. The City warrants and represents that the individual executing this Agreement on behalf of the City has full authority to execute this Agreement and bind the City to the same. Developer warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind Developer to same. This Agreement is and shall be binding upon Developer, its successors, heirs, assigns, grantees, vendors, trustees, representatives, and all others holding any interest now or in the future.

B. Subsequent to the execution of this Agreement by the Parties, the City Council authorizes the City Manager to execute any mutually acceptable amendments to this Agreement without prior City Council authorization.

19. **Mediation.** In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved by the signatories hereto, the signatories agree to submit such disagreement to mediation.

20. **Indemnification.** Developer, individually and on behalf of its respective officers, directors, partners, employees, representatives, agents, successors, assignees,

Exhibit H - Development Agreement (16) for 216 N College Street

vendors, grantees and/or trustees, does hereby agree to release, defend, indemnify and hold harmless the City and its elected and appointed officials, officers, employees and agents from and against all damages, injuries (including death), claims, property damages (including loss of use) losses, demands, suits, judgments and costs, including reasonable attorney's fees and expenses (including attorney's fees and expenses incurred in enforcing this indemnity), caused by the negligent, grossly negligent, and/or intentional act and/or omission of the applicable Developer, its officers, directors, partners, employees, representatives, agents, or any other third parties for whom such developer is legally responsible, in its/their performance of this Agreement, including but not limited to, the construction of the Project, as contemplated herein (hereinafter "Claims"). Developer is expressly required to defend the City against all such Claims arising under this Agreement, and the City is required to reasonably cooperate and assist Developer in providing such defense.

21. **Approval of Counsel.** In its reasonable discretion, the City shall have the right to approve counsel to be retained by Developer in fulfilling its obligation hereunder to defend and indemnify the City. The City reserves the right to provide a portion or all of its' own defense, at its sole cost; however, the City is under no obligation to do so. Any such action by the City is not to be construed as a waiver of Developer's obligation to defend the City or as a waiver of Developer's obligation to indemnify the City pursuant to this Agreement. Developer shall retain City-approved defense counsel within ten (10) business days of the City's written notice that the City is invoking its right to indemnification under this Agreement.

22. **Survival.** Paragraph 20, "Indemnification," and Paragraph 21, "Approval of Counsel," shall survive the termination of this Agreement.

23. **Waiver of Texas Government Code § 3000.001 et seq.** With respect to any and all structures to be constructed on the Property pursuant to this Agreement, Developer hereby waives any right, requirement or enforcement of Texas Government Code §§ 3000.001-3000.005, as amended.

24. **Time.** Time is of the essence in the performance by the Parties of their respective obligations under this Agreement.

25. **Third-Party Beneficiaries.** Nothing in this Agreement shall be construed to create any right in any Third-Party not a signatory to this Agreement, and the Parties do not intend to create any third-party beneficiaries by entering into this Agreement.

26. **Compliance with Chapter 2264, Texas Government Code.** Developer certifies that it does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the term of this Agreement, Developer, or its successors, heirs, assigns, grantees, trustees, representatives, and all others holding any interest in the Property now or in the future, is convicted of a violation under 8 U.S.C. § 1324a(f), Developer shall repay the amount of the public subsidy provided under this Agreement plus interest, at the rate of

Exhibit H - Development Agreement (16) for 216 N College Street

eight percent (8%), not later than the 120th day after the date the City notifies Developer of the violation.

27. **Rough Proportionality.** Developer hereby agrees that any land or property donated and/or dedicated pursuant to this Agreement, whether in fee simple or otherwise, to the City relative to any development on the Property is roughly proportional to the need for such land and Developer hereby waives any claim therefor that it may have. Developer further acknowledges and agrees that all prerequisites to such a determination of rough proportionality have been met, and that any costs incurred relative to said donation are related both in nature and extent to the impact of the development referenced herein. Both Developer and the City further agree to waive and release all claims one may have against the other related to any and all rough proportionality and individual determination requirements mandated by the United States Supreme Court in *Dolan v. City of Tigard*, 512 U.S. 374 (1994), and its progeny, as well as any other requirements of a nexus between development conditions and the provision of roadway services to the Property.

28. **Exactions/Infrastructure Costs.** Developer has been represented by legal counsel in the negotiation of this Agreement and been advised or has had the opportunity to have legal counsel review this Agreement and advise Developer, regarding Developer's rights under Texas and federal law. Developer hereby waives any requirement that the City retain a professional engineer, licensed pursuant to Chapter 1001 of the Texas Occupations Code, to review and determine that the exactions required by the City are roughly proportional or roughly proportionate to the proposed development's anticipated impact. Developer specifically reserves its right to appeal the apportionment of municipal infrastructure costs in accordance with § 212.904 of the Texas Local Government Code; however, notwithstanding the foregoing, Developer hereby releases the City from any and all liability under § 212.904 of the Texas Local Government Code, as amended, regarding or related to the cost of those municipal infrastructure requirements imposed by this Agreement.

29. **Miscellaneous Drafting Provisions; Interpretation.** This Agreement shall be deemed drafted equally by all Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any Party shall not apply. Moreover, in the event of any conflict between any term or provision contained in this Agreement and any applicable City ordinances related to development standards for the Project, the terms or provisions of this Agreement shall apply.

30. **Force Majeure.** No Party shall be liable or responsible to the other Party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: acts of God; flood, fire or explosion; war, invasion, riot or other civil unrest; actions, embargoes or blockades in effect on or after the date of this Agreement; pandemics, forced closure by a governing body due to events beyond

Exhibit H - Development Agreement (11u) for 216 N College Street

the affected party's reasonable control, or national or regional emergency (each of the foregoing, a "Force Majeure Event"). A party whose performance is affected by a Force Majeure Event shall give notice to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

IN WITNESS WHEREOF, the parties hereto have caused this document to be executed as of the date first above written.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Exhibit H - Development Agreement (16)
for 216 N College Street

THE CITY OF WAXAHACHIE, TEXAS

By: 
Name: Michael Scott
Title: City Manager

STATE OF TEXAS)
)
COUNTY OF ELLIS)

This instrument was acknowledged before me on the 8 day of August, 2022,
by Michael Scott, City Manager for the City of Waxahachie, Texas, on behalf of the City
of Waxahachie, Texas.


Notary Public, State of Texas

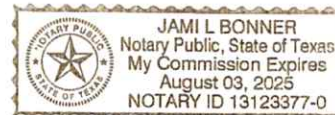


Exhibit H - Development Agreement (16)
for 216 N College Street

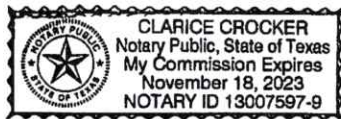
AZREM LLC, a Texas Limited Liability Company

By: Muhammed Hadzovic
Name: Muhammed Hadzovic
Title: Owner

STATE OF TEXAS)
)
COUNTY OF ELLIS)

Before me, the undersigned authority, a notary public in and for the State of Texas, on this day personally appeared Muhammed Hadzovic, the owner of AZREM LLC, a Texas limited liability company, 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 purpose and consideration expressed, and in the capacity therein stated, on behalf of such entity.

Given under my hand and seal of office this 8th day of August, 2022.



Clarice Crocker
Notary public in and for the State of Texas
My commission expires: 11-18-2023

Exhibit H - Development Agreement (14) for 216 N College Street

EXHIBIT A (Property Legal Description)

216 North College Street, Waxahachie, Texas, being further identified as Property ID 217175 in the tax records of Ellis County. The property is legally described as LOT 1A & PT 1D BLK 10 TOWN ADDITION – WAXAHACHIE 1.02 AC.

Exhibit H - Development Agreement (11u) for 216 N College Street

EXHIBIT B (Building Construction Materials, Elevations and Architectural Features)

All proposed building construction materials, elevations and architectural features must be reviewed and approved by the City of Waxahachie.

(17)



Memorandum

To: Honorable Mayor and City Council

From: Amber Villarreal, City Secretary

Thru: Michael Scott, City Manager

Date: October 2, 2023

Re: Appointments to Boards & Commissions to Fill Unexpired Terms

Recommended Motion: "I move to approve the appointments to fill the unexpired terms, as presented"

Item Description: Consider appointments to fill unexpired terms on the Waxahachie Housing Authority and Keep Waxahachie Beautiful Committee, as follows:

WAXAHACHIE HOUSING AUTHORITY (2-year term)

- Melissa Ballard, (filling unexpired term of Rosemarie Cameron until September 2024)

KEEP WAXAHACHIE BEAUTIFUL COMMITTEE (3-year term)

- Ron Cox (filling unexpired term of Ginger Cole until September 2024)

Item Summary: Commissioner Rosemarie Cameron resigned and a replacement is needed to fill her term until September 2024. The Board of Commissioners is encouraged by HUD to have an inclusive board that will help reflect and properly represent the community. The WHA staff recommend Melissa Ballard to serve in Ms. Cameron's place and she has agreed.

Ginger Cole, Keep Waxahachie Beautiful Committee, resigned and a replacement is needed to fill her term until September 2024. Ron Cox has submitted an application to serve on the Keep Waxahachie Beautiful Committee.