

A G E N D A

A regular meeting of the Mayor and City Council of the City of Waxahachie to be held at the Waxahachie Civic Center, 2000 Civic Center Lane, Meeting Rooms A and B, Waxahachie, Texas, on ***Monday, November 6, 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 October 16, 2023
- b. Event application for Walk in Love Block Party to be held November 11, 2023 at Oak Lawn Park
- c. Event application for Secret Life of Pets Adoption event to be held November 18, 2023 at Railyard Park
- d. Event application for First we run, then we Feast to be held November 23, 2023
- e. Proposed Ordinance approving a request by Oak Creek Ranch Phase 2 and Oak Creek Ranch Phase 2A Series of EIS Development II LLC for a Petition for ETJ Release for approximately 155.27 acres, located at 5049 East FM 875 (Property ID 179473) – Owner: Oak Creek Ranch Phase 2 and Oak Creek Ranch Phase 2A Series of EIS Development II LLC (ETJ-PTN-151-2023)
- f. Proposed Ordinance approving a request by Molly Investments, LLC for a Petition for ETJ Release for approximately 1.54 acres, located at 3941 South Highway 287 (Property ID 147361) – Owner: Molly Investments, LLC (ETJ-PTN-156-2023)
- g. Interlocal Agreement with Ellis County for maintenance of roads, bridges, waterways and ditches

- h. Contract between City of Waxahachie and Philip Taft and Associates related to services provided for Emergency Responders and their families for a Mental Health Program
 - i. Proposed Resolution authorizing the City of Waxahachie to execute an agreement with the Texas Department of Transportation for grant funds for the Routine Airport Maintenance Program
- 6. **Introduce** Honorary Council Member
- 7. **Present** Proclamation recognizing November 6-10, 2023 as “Municipal Court Week”
- 8. **Hear** update of activities from Sims Library
- 9. **Public Hearing** on a request by Kenneth Taft, Bobby Cox Companies, for a Specific Use Permit (SUP) for a Restaurant with a Drive-Through use within a Commercial (C) zoning district located at 1735 North Highway 77 (Property ID 237029)- Owner: CCP T Molly Wax 323 LP (ZDC-137-2023)
- 10. **Consider** proposed Ordinance approving ZDC-137-2023
- 11. **Consider** approval of the contract for Short-Term Rental implementation solutions
- 12. **Consider** proposed Ordinance abandoning and vacating certain right-of-way along Virginia Avenue
- 13. **Consider** authorizing an Engineering Services Agreement Amendment No. 3 to the Wastewater Treatment Plant Phase 1 Improvements Project
- 14. **Consider** Development Agreement with GRBK EDGEWOOD LLC, for Haven Ranch Development
- 15. **Consider** proposed Resolution of votes cast to elect Directors for the Ellis Appraisal District for the years 2024-2025
- 16. **Convene** into Executive Session for consultation with City Attorney regarding pending or contemplated litigation as permitted under Section 551.071, Texas Government Code
- 17. **Reconvene** and take any necessary action
- 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 at the Waxahachie Civic Center, 2000 Civic Center Lane, Meeting Rooms A and B, Waxahachie, Texas, on Monday, October 16, 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. Mayor Hill led the Pledge of Allegiance and the Texas Pledge of Allegiance.

4. Public Comments

Brett Roberts, 5089 April Lane, Waxahachie, Texas, encouraged City Council to develop a plan that allows and regulates short-term rentals in Waxahachie.

Arlene Hahn, 110 Oak Tree Drive, Waxahachie, Texas, expressed support for prohibiting short-term rentals in residential neighborhoods.

5. Consent Agenda

- a. Minutes of the City Council meeting of October 2, 2023
- b. Minutes of the City Council briefing of October 2, 2023
- c. Event application for Community Tree Lighting and Lighted Night Parade to be held November 28, 2023
- d. Consider proposed Ordinance approving a request by Butcher-Robnett Realty, LLC, for a Petition for ETJ Release for approximately 15.320 acres, located directly west of 104 Berkshire Lane (Property ID 191155) – Owner: Butcher-Robnett Realty, LLC (ETJ-PTN-130-2023)
- e. Consider proposed Ordinance approving a request by Turnerville Holdings, LLC, for a Petition for ETJ Release for approximately 28.064 acres, located directly east of 1105 East Sharpshire Drive (Property ID 289911) – Owner: Turnerville Holdings LLC (ETJ-PTN-132-2023)

(5a)

- f. Consider proposed Ordinance approving a request by OSGN Capital Investment Group, for a Petition for ETJ Release for approximately 99.170 acres, located north of 1091 East Sharpshire Drive – Owner: OSGN Capital Investment Group, Navito Development, LLC, LMC Homes, LLC, Barbara and Maxwell Wilson, and Tyler Koch and Sarah Bowman (ETJ-PTN-142-2023)
- g. Consider proposed Ordinance approving a request by Catarina Abigail Threadgold, for a Petition for ETJ Release for approximately 4.7 acres, located at 1600 Broadhead Road (Property ID 148092) – Owner: Catarina Abigail Threadgold (ETJ-PTN-145-2023)
- h. Consider proposed Ordinance approving a request by GRBK Edgewood, LLC, for a Petition for ETJ Release for approximately 1513.86 acres, located directly east of 1661 Gibson Road (Property ID 191369, 192086, 192087, 192094, 192097, 192098, 194358, 224198, 236821, and 294441) – Owner: GRBK Edgewood, LLC (ETJ-PTN-146-2023)
- i. Consider proposed Ordinance approving a request by Grandscape Land Developers, LLC, for a Petition for ETJ Release for approximately 97.746 acres, located north of 129 Corral Road (Property ID 181006) – Owner: Grandscape Land Developers, LLC (ETJ-PTN-149-2023)
- j. Consider proposed Ordinance approving a request by AGC Custom Homes Inc., for a Petition for ETJ Release for approximately 89.915 acres, located at directly north of 101 Boyce Road (Property ID 296968) – Owner: AGC Custom Homes Inc. (ETJ-PTN-152-2023)
- k. Consider proposed Ordinance approving a request by LRCA Investments, LLC, for a Petition for ETJ Release for approximately 18.706 acres, located east of 229 Cimarron Meadows Drive (Property ID 295056) – Owner: LRCA Investments, LLC (ETJ-PTN- 153-2023)
- l. Consider proposed Ordinance approving a request by Stella Rose Homes, LLC, for a Petition for ETJ Release for approximately 16 acres, located directly west of 3010 FM 878 (Property ID 277733) – Owner: Stella Rose Homes, LLC (ETJ-PTN-157-2023)
- m. Consider acceptance of a Victims of Crime Act (V.O.C.A.) Grant Awarded to the City of Waxahachie to provide for a Mental Health Program for First Responders and their families
- n. Consider authorizing funding from the Tax Increment Reinvestment Zone No. 1 (TIRZ) fund for improvements at 221A S. Highway 77
- o. Consider authorizing funding from the Waxahachie Community Development Corporation (WCDC) unrestricted reserve fund balance for site lighting at Oak Lawn Park
- p. Adoption of the City of Waxahachie 2024 Holiday Schedule
- q. Consider proposed Resolution accepting and supporting the Runway Rehabilitation and Marking Project for Mid-Way Regional Airport
- r. Consider proposed Resolution accepting and supporting the Automated Weather Observing System (AWOS) Project for Mid-Way Regional Airport and \$20,000 supplemental appropriation

(5a)

ORDINANCE NO. 3405

AN ORDINANCE AUTHORIZING THE RELEASE FROM THE CITY OF WAXAHACHIE'S EXTRATERRITORIAL JURISDICTION OF A 15.32 ACRE TRACT OF LAND, LOCATED DIRECTLY WEST OF 104 BERKSHIRE LANE, KNOWN AS PROPERTY ID 191155, AND ORDERING THE CHANGING OF THE CITY OF WAXAHACHIE'S EXTRATERRITORIAL JURISDICTION BOUNDARY MAP IN ACCORDANCE WITH SAID CHANGE.

ORDINANCE NO. 3406

AN ORDINANCE AUTHORIZING THE RELEASE FROM THE CITY OF WAXAHACHIE'S EXTRATERRITORIAL JURISDICTION OF A 28.06 ACRE TRACT OF LAND, LOCATED DIRECTLY EAST OF 1105 EAST SHARPSHIRE DRIVE, KNOWN AS PROPERTY ID 289911, AND ORDERING THE CHANGING OF THE CITY OF WAXAHACHIE'S EXTRATERRITORIAL JURISDICTION BOUNDARY MAP IN ACCORDANCE WITH SAID CHANGE.

ORDINANCE NO. 3407

AN ORDINANCE AUTHORIZING THE RELEASE FROM THE CITY OF WAXAHACHIE'S EXTRATERRITORIAL JURISDICTION OF A 99.17 ACRE TRACT OF LAND, LOCATED NORTH OF 1091 EAST SHARPSHIRE DRIVE, KNOWN AS ESTATES OF HIDDEN CREEK RECORDED IN INSTRUMENT NUMBER 2120072, AND ORDERING THE CHANGING OF THE CITY OF WAXAHACHIE'S EXTRATERRITORIAL JURISDICTION BOUNDARY MAP IN ACCORDANCE WITH SAID CHANGE.

ORDINANCE NO. 3408

AN ORDINANCE AUTHORIZING THE RELEASE FROM THE CITY OF WAXAHACHIE'S EXTRATERRITORIAL JURISDICTION OF A 4.7 ACRE TRACT OF LAND, LOCATED AT 1600 BROADHEAD ROAD, KNOWN AS PROPERTY ID 148092, AND ORDERING THE CHANGING OF THE CITY OF WAXAHACHIE'S EXTRATERRITORIAL JURISDICTION BOUNDARY MAP IN ACCORDANCE WITH SAID CHANGE.

ORDINANCE NO. 3409

AN ORDINANCE AUTHORIZING THE RELEASE FROM THE CITY OF WAXAHACHIE'S EXTRATERRITORIAL JURISDICTION OF A 1,513.86 ACRE TRACT OF LAND, LOCATED DIRECTLY EAST OF 1661 GIBSON ROAD, KNOWN AS PROPERTY ID 191369, 192086, 192087, 192094, 192097, 192098, 194358, 224198, 236821, AND 294441, AND ORDERING THE CHANGING OF THE CITY OF WAXAHACHIE'S EXTRATERRITORIAL JURISDICTION BOUNDARY MAP IN ACCORDANCE WITH SAID CHANGE.

(5a)

ORDINANCE NO. 3410

AN ORDINANCE AUTHORIZING THE RELEASE FROM THE CITY OF WAXAHACHIE'S EXTRATERRITORIAL JURISDICTION OF A 97.74 ACRE TRACT OF LAND, LOCATED AT 129 CORRAL ROAD, KNOWN AS PROPERTY ID 181006, AND ORDERING THE CHANGING OF THE CITY OF WAXAHACHIE'S EXTRATERRITORIAL JURISDICTION BOUNDARY MAP IN ACCORDANCE WITH SAID CHANGE.

ORDINANCE NO. 3411

AN ORDINANCE AUTHORIZING THE RELEASE FROM THE CITY OF WAXAHACHIE'S EXTRATERRITORIAL JURISDICTION OF A 89.91 ACRE TRACT OF LAND, LOCATED DIRECTLY NORTH OF 101 BOYCE ROAD, KNOWN AS PROPERTY ID 296968, AND ORDERING THE CHANGING OF THE CITY OF WAXAHACHIE'S EXTRATERRITORIAL JURISDICTION BOUNDARY MAP IN ACCORDANCE WITH SAID CHANGE.

ORDINANCE NO. 3412

AN ORDINANCE AUTHORIZING THE RELEASE FROM THE CITY OF WAXAHACHIE'S EXTRATERRITORIAL JURISDICTION OF A 18.70 ACRE TRACT OF LAND, LOCATED EAST OF 229 CIMARRON MEADOWS DRIVE, KNOWN AS PROPERTY ID 295056, AND ORDERING THE CHANGING OF THE CITY OF WAXAHACHIE'S EXTRATERRITORIAL JURISDICTION BOUNDARY MAP IN ACCORDANCE WITH SAID CHANGE.

ORDINANCE NO. 3413

AN ORDINANCE AUTHORIZING THE RELEASE FROM THE CITY OF WAXAHACHIE'S EXTRATERRITORIAL JURISDICTION OF A 16.0 ACRE TRACT OF LAND, LOCATED DIRECTLY WEST OF 3010 FM 878, KNOWN AS PROPERTY ID 277733, AND ORDERING THE CHANGING OF THE CITY OF WAXAHACHIE'S EXTRATERRITORIAL JURISDICTION BOUNDARY MAP IN ACCORDANCE WITH SAID CHANGE.

RESOLUTION NO. 1352

RESOLUTION ACCEPTING AND SUPPORTING THE RUNWAY REHABILITATION AND MARKING PROJECT FOR MID-WAY REGIONAL AIRPORT

RESOLUTION NO. 1353

RESOLUTION ACCEPTING AND SUPPORTING THE AUTOMATED WEATHER OBSERVING SYSTEM (AWOS) PROJECT FOR MID-WAY REGIONAL AIRPORT

(5a)

Action:

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

6. Introduce Honorary Council Member

Council Member Patrick Souter presented Zac Barrington with a Certificate of Appreciation for serving as the Honorary Councilmember for October 2023. Zac is 11 years old and a sixth-grade honor student at St. Joseph Catholic School. He is the son of Craig and Jennifer Barrington, and has an older sister, Rachel, a freshman, and member of the band at Waxahachie High School. Zac enjoys playing soccer, running cross-country and track, throwing the discus, and playing the trumpet. His favorite subjects are science and history and plans to one day be a meteorologist.

On weekends, Zac enjoys kayaking, skipping rocks, playing video games with his friends, walking his cats, and catching Texas Spiny Lizards (and trying to train them as pets.) Some of his favorites include the color orange, penguins, and the movie Wall-E.

Zac has enjoyed attending recent City Council meetings with family regarding a concern in his neighborhood. He has learned about the parts of a meeting agenda, consent calendar, council member elections, and how each citizen has a voice in our local government. Zac and his family thank Council Member Souter, along with the entire City Council, for the opportunity to serve as Honorary Council Member.

7. Recognize outgoing Board and Commission members with more than 10 years of service

City Council recognized and thanked the following outgoing Board and Commission members:

Glinda Felty, 23 years of service on Heritage Preservation Commission
Becky Kauffman, 23 years of service on Heritage Preservation Commission
Betty Square Coleman, 25 years of service Planning & Zoning Commission

8. Present Proclamation recognizing October 23, 2023 as “African-American Cotton Pickers Day (Cotton Monday)”

Mayor Hill presented a Proclamation recognizing October 23, 2023 as “African-American Cotton Pickers Day (Cotton Monday).” City Council recognized the attendance of Frank “Chipo” Bailey, African-American Cotton Picker for 2023, and Professor Clarence Glover, Jr.

9. Present Proclamation recognizing October 2023 as “National Community Planning Month”

Mayor Hill presented a Proclamation recognizing October 2023 as “National Community Planning Month.”

(5a)

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

The Item was presented by Senior Planning Director Jennifer Pruitt. Mayor Pro Tem Chris Wright presented an alternate ordinance allowing short-term rentals with the approval of a Specific Use Permit (SUP) and a 500-foot area of notification to adjacent property owners.

Mayor Hill opened the Public Hearing at approximately 7:42 p.m.

Those who spoke in support of allowing short-term rentals in single-family neighborhoods:

Sheila Hood, 3841 Black Champ, Waxahachie, Texas
Shannon Almon, 1015 W. Main, Waxahachie, Texas
Cindy Roberts, 1036 Woodridge Road, Waxahachie, Texas
Rocky Stones, 305 E. University, Waxahachie, Texas
Alan Fox, 327 University, Waxahachie, Texas
Stacie Seabolt, 606 Royal, Waxahachie, Texas
Brad Yates, 626 Kaufman, Waxahachie, Texas
Brett Roberts, 5089 April Lane, Waxahachie, Texas
Rebecca Vera, 511 W. 2nd Street, Waxahachie, Texas

Those who spoke in opposition of short-term rentals in single-family neighborhoods:

Arlene Hahn, 110 Oak Tree Drive, Waxahachie, Texas
Louvain Guimard, Waxahachie, Texas
Michael McCorkle, 171 Willow Run, Waxahachie, Texas
James Parks, 102 Post Oak Lane, Waxahachie, Texas
Kim Wells, 101 Ash Drive, Waxahachie, Texas
Jennifer Weir, Howard Road, Waxahachie, Texas

There being no others to speak for or against ZTA-92-2023, Mayor Hill closed the Public Hearing at approximately 9:08 p.m.

11. Consider proposed Ordinance approving ZTA-92-2023

ORDINANCE NO. 3414

AN ORDINANCE AUTHORIZING A TEXTUAL AMENDMENT TO THE CITY ZONING ORDINANCE, ORDINANCE NO. 3020, TO CREATE SHORT-TERM RENTAL DEFINITIONS, USE REGULATIONS, AND REGISTRATION FEE, SECTION 3.27, SECTION 4.03 USE CHARTS RELATED TO SHORT-TERM RENTAL USES, PROVIDING FOR SAVINGS, SEVERABILITY, AND REPEALING CLAUSES; AND SETTING AN EFFECTIVE DATE.

Action:

(5a)

Chris Wright moved to approve Exhibit B, an alternate ordinance for ZTA-92-2023, authorizing a textual amendment to the City Zoning Ordinance No. 3020 to create Short-Term Rental Definitions, Use Regulations, Registration Fee and amending Section 4.03 Use Charts related to Short-Term Rental uses and authorize the Mayor to sign the associated documents accordingly.

Mayor Pro Tem Wright specified the amended change allows short-term rentals with the approval of a Specific Use Permit.

Motion was seconded by Travis Smith.

Billie Wallace moved to amend the motion by reducing the late fee from three (3) times the established fee to one and one-half (1.5) times the established fee, referenced in Section 3.27 (l) (ii). Chris Wright accepted the amendment to the motion. Motion was seconded by Travis Smith.

Ms. Pruitt explained Section 3.7 (q) (i) (1) is in conflict to the amended Ordinance as it references prohibited zoning districts.

Chris Wright moved to approve Exhibit B, an alternate ordinance for ZTA-92-2023, authorizing a textual amendment to the City Zoning Ordinance No. 3020 to create Short-Term Rental Definitions, Use Regulations, Registration Fee, amending Section 4.03 Use Charts related to Short-Term Rental uses, reducing the late from three (3) times the established fee to one and one-half (1.5) times the established fee in Section 3.27 (l) (ii), striking the prohibited zoning districts in Section 3.7 (q) (i) (1), and authorize the Mayor to sign the associated documents accordingly. Motion was seconded by Travis Smith and carried (3-2), with David Hill and Patrick Souter voting in opposition.

- 12. Consider proposed Ordinance amending Chapter 11 Building and Community Services Fee Schedule, Ordinance No. 3376 Section 11-2 Subdivision and Development Fee Schedule of the Code of Ordinances of the City of Waxahachie; to add the Short-term Rental Registration Fee; and setting an effective date**

The Item was presented by Ms. Pruitt.

ORDINANCE NO. 3415

AN ORDINANCE AMENDING CHAPTER 11 BUILDING AND COMMUNITY SERVICES FEE SCHEDULE, ORDINANCE NO. 3376 SECTION 11-2 SUBDIVISION AND DEVELOPMENT FEE SCHEDULE OF THE CODE OF ORDINANCES OF THE CITY OF WAXAHACHIE; TO ADD THE SHORT-TERM RENTAL REGISTRATION FEE; AND SETTING AN EFFECTIVE DATE.

Action:

Mayor Pro Tem Chris Wright moved to approve an ordinance amending Ordinance No. 3376 to add the short-term rental registration fee and authorize the Mayor to execute all required documents. Motion was seconded by David Hill and carried (3-2), with Billie Wallace and Patrick Souter voting in opposition.

(5a)

City Council discussed decreasing the annual registration fee.

Action:

Chris Wright moved to rescind the motion for approval. Motion was seconded by Billie Wallace and carried unanimously (5-0).

Action:

Billie Wallace moved to approve an ordinance amending Ordinance No. 3376 to add the short-term rental registration fee of \$300 annually and authorize the Mayor to execute all required documents. Motion was seconded by Chris Wright and carried (4-1), with Travis Smith voting in opposition.

- 13. Continue Public Hearing on a request by the City of Waxahachie for a textual amendment to the City Zoning Ordinance, Ordinance No. 3020, to Article VI Performance Standards, Section 6.03 Lighting and Glare Standards (ZTA-113-2023)**

The Item was presented by Ms. Pruitt.

Mayor Hill opened the Public Hearing at approximately 9:50 p.m.

There being no others to speak for or against ZTA-113-2023, Mayor Hill closed the Public Hearing at approximately 9:51 p.m.

- 14. Consider proposed Ordinance approving ZTA-113-2023**

ORDINANCE NO. 3416

AN ORDINANCE AUTHORIZING A TEXTUAL AMENDMENT TO THE CITY ZONING ORDINANCE, ORDINANCE NO. 3020, TO ARTICLE VI PERFORMANCE STANDARDS, REPEALING AND REPLACING, SECTION 6.03 LIGHTING AND GLARE STANDARDS; PROVIDING FOR SAVINGS, SEVERABILITY, AND REPEALING CLAUSES; AND SETTING AN EFFECTIVE DATE.

Action:

Billie Wallace moved to approve an ordinance for ZTA-113-2023, a textual amendment to the City Zoning Ordinance No. 3020, repealing and replacing Section 6.03 Lighting and Glare Standards and authorize the Mayor to execute all required documents. Motion was seconded by Travis Smith and carried unanimously (5-0).

- 15. Continue 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)**

{City Council recessed at 9:55 p.m. and reconvened at 10:01 p.m.}

(5a)

The Item was presented by Ms. Pruitt. Construction Manager Sameer Mohammed, Community Outreach Marketing Manager Allie Sandoval, Developer Jags Patel, Factory Representative Jimmy Williams, and Investor Greg Miller requested approval.

Mayor Hill opened the Public Hearing at approximately 10:24 p.m.

Those who spoke in favor:

Joe Rust, 440 Gingerbread Lane, Waxahachie, Texas
Lance Rust, 707 Amherst, Waxahachie, Texas
Erik Kiper, 120 Stallion Street, Waxahachie, Texas

Those who spoke in opposition:

Melinda Nelson, 409 Lakewood, Waxahachie, Texas
Mohamed Sharaf, 105 YMCA Drive, Waxahachie, Texas
Michelle Campbell, 400 Gardenia Lane, Waxahachie, Texas

There being no others to speak for or against ZDC-100-2023, Mayor Hill closed the Public Hearing at approximately 11:00 p.m.

City Council expressed concerns with the request being the highest and best use for the site.

16. Consider proposed Ordinance approving ZDC-100-2023

Action:

Billie Wallace moved to deny ZDC-100-2023. Motion was seconded by Patrick Souter and carried unanimously (5-0).

17. Consider Development Agreement for ZDC-100-2023

No action taken.

18. Consider a request by Tim Jackson, TRCS, LLC, for a Replat of Block 10, Lot 1AR of the Original Town of Waxahachie Addition, 1 lot, being 0.980 acres, located at 216 North College Street (Property ID 217175 – Owner: City of Waxahachie (SUB-84-2023))

The Item was presented by Ms. Pruitt.

Action:

Billie Wallace moved to approve SUB-84-2023 for a Replat of Block 10, Lot 1AR of the Original Town of Waxahachie Addition, subject to the condition of the staff report and authorize the Mayor to sign the associated documents accordingly. Motion was seconded by Patrick Souter and carried unanimously (5-0).

(5a)

- 19. Public Hearing on a request by Jordan Cogburn, Cogburn Contracting, for a Specific Use Permit (SUP) for an Accessory Structure over 700 square feet use within a Planned Development Single-Family Dwelling-1 (PD-SF-1) zoning district located at 144 Homestead Lane (Property ID 269669) - Owner: Mason Tucker (ZDC-125-2023)**

The Item was presented by Ms. Pruitt.

Mayor Hill opened the Public Hearing at approximately 11:05 p.m.

Those who spoke in support:

Sarah Cogburn, 2840 Brads Way, Midlothian, Texas

There being no others to speak for or against ZDC-125-2023, Mayor Hill closed the Public Hearing at approximately 11:06 p.m.

- 20. Consider proposed Ordinance approving ZDC-125-2023**

ORDINANCE NO. 3417

AN ORDINANCE AUTHORIZING A SPECIFIC USE PERMIT (SUP) TO ALLOW AN ACCESSORY STRUCTURE GREATER THAN 700 SQUARE FEET USE WITHIN A PLANNED DEVELOPMENT - SINGLE-FAMILY DWELLING-1 (PD-SF-1) ZONING DISTRICT AT 144 HOMESTEAD LANE IN THE CITY OF WAXAHACHIE, ELLIS COUNTY, TEXAS, BEING 1.000 ACRES KNOWN AS PROPERTY ID 269669, AND ORDERING THE CHANGING OF THE ZONING MAP THEREOF IN ACCORDANCE WITH SAID CHANGE.

Action:

Billie Wallace moved to approve an ordinance for ZDC-125-2023, a Specific Use Permit for an Accessory Structure over 700 Square Feet subject to the conditions of the staff report. Motion was seconded by Patrick Souter and carried unanimously (5-0).

- 21. Public Hearing on a request by Kevin Kosoris, 1020 Group LLC, for a Specific Use Permit (SUP) for a Self-Storage Facility use within a Commercial (C) zoning district located at 308 N College Street (Property ID: 170654) – Owner: Hachie Properties, LLC ETAL (ZDC-54-2023)**

The Item was presented by Ms. Pruitt. Owner Kevin Kosoris requested approval.

Mayor Hill opened the Public Hearing at approximately 11:38 p.m.

There being no others to speak for or against ZDC-54-2023, Mayor Hill closed the Public Hearing at approximately 11:39 p.m.

- 22. Consider proposed Ordinance approving ZDC-54-2023**

(5a)

ORDINANCE NO. 3418

AN ORDINANCE AUTHORIZING A SPECIFIC USE PERMIT (SUP) TO PERMIT A SELF-STORAGE FACILITY USE WITHIN A COMMERCIAL (C) ZONING DISTRICT, LOCATED AT 308 N COLLEGE STREET, BEING PROPERTY ID 170654, IN THE CITY OF WAXAHACHIE, ELLIS COUNTY, TEXAS, BEING LOTS 3B, 4, 5, 6, AND 7, BLOCK 8 OF THE TOWN ADDITION, AND ORDERING THE CHANGING OF THE ZONING MAP THEREOF IN ACCORDANCE WITH SAID CHANGE.

Action:

Billie Wallace moved to approve an ordinance for ZDC-54-2023, a Specific Use Permit request for a Self-Storage Facility at 308 N College Street, subject to the conditions of the staff report. Motion was seconded by Travis Smith and carried (4-1), with Patrick Souter voting in opposition.

23. Consider approval of a supplemental appropriation for funds to provide for contribution to The Heights, Ellis County Family Resources

The Item was presented by Police Chief Joe Wiser and Jennifer Salzman, The Heights Executive Director.

Action:

Billie Wallace moved to approve a supplemental appropriation in the amount of \$50,000 to provide funding for The Heights, Ellis County Family Resources and authorize the City Manager and/or Mayor to sign the associated Memorandum of Understanding and any other necessary documents. Motion was seconded by Travis Smith and carried unanimously (5-0).

24. Consider authorizing an Engineering Services Agreement Amendment No. 1 to the Distribution Line – Lofland and Ovilla Road Loop Phase 2 Project

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

Action:

Chris Wright moved to authorize Engineering Services Agreement Amendment No. 1 with Birkhoff, Hendricks, and Carter L.L.P. for the Distribution Line – Lofland and Ovilla Road Loop Phase 2 Project in an amount not to exceed \$63,100 and authorize the City Manager to execute all necessary documents. Motion was seconded by Travis Smith and carried unanimously (5-0).

25. Convene into Executive Session for:

- **Consultation with City Attorney regarding pending or contemplated litigation as permitted under Section 551.071, Texas Government Code**
- **Consultation with City Attorney to seek legal advice regarding a proposed contract for emergency services as permitted under Section 551.071, Texas Government Code**
- **Review Performance Evaluation for City Manager as permitted under Section 551.074, Texas Government Code**

Mayor Hill announced at 11:47 p.m. the City Council would convene into Executive Session for:

(5a)

- Consultation with City Attorney regarding pending or contemplated litigation as permitted under Section 551.071, Texas Government Code
- Consultation with City Attorney to seek legal advice regarding a proposed contract for emergency services as permitted under Section 551.071, Texas Government Code
- Review Performance Evaluation for City Manager as permitted under Section 551.074, Texas Government Code

26. Reconvene and take any necessary action

The meeting reconvened at 1:45 a.m.

Action:

Billie Wallace moved to approve the contract with City Manager Michael Scott as amended and extend his contract as discussed in Executive Session. Motion was seconded by Patrick Souter and carried (4-1), with Travis Smith voting in opposition.

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

Mayor Pro Tem Chris Wright thanked the outgoing Board Members for their long-standing service.

Council Member Billie Wallace thanked City staff for staying through the long meeting.

28. Adjourn

There being no further business, the meeting adjourned on October 17, 2023 at 1:47 a.m.

Respectfully submitted,

Amber Villarreal
City Secretary



City of Waxahachie
City Secretary's Office

(5b)

Special Event Application

Date submitted October 13, 2023

Applicant Information

Applicant name: Brana Rope

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: Walk in Love: 210 YMCA Drive, Waxahachie, Texas 75165

Host organization name: Walk in Love w/The Avenue Church

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

On-site contact name: Traci Alverson

Cell: _____

About the Event

Event name: Walk in Love Block Party!

Date: Saturday, November 11, 2023

Location: Oak Lawn Park

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

Anticipated attendance: 75-100

Description of event: Fun & Friendly Block Party/Festival to Raise Awareness

and Excitement for Future Wyatt Street Renovation Project.

	Date(s)	Start Time:	End Time:
Event Date	November 11, 2023	9:00a	11:00a
Event Set-up	November 11, 2023	8:00a	
Event Breakdown	November 11, 2023		11:15a

How many times has this event been hosted before?

1st time ☒

2 – 4 times ☐

5 or more times ☐

Location: _____



(5b)

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 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 type="checkbox"/> Street closure |
| <input checked="" type="checkbox"/> DJ / Recorded Music | <input checked="" type="checkbox"/> Other: Face Painting and Yard Games/Sports |

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: _____ 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

(5b)

Other: Gumaro Martinez w/City Helping to Provide Toilets.

Where should equipment be dropped off & picked up? Oak Lawn Park

When will the equipment be set-up?

Date: 11/11/2023 Time: 8:00a

When will the equipment be removed?

Date: 11/11/2023 Time: 11:30a

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:

Generator Owned & Provided by The Avenue Church

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

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

Signature

October 13, 2023

Date

Contract Agreement

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

Signature

October 13, 2023

Date

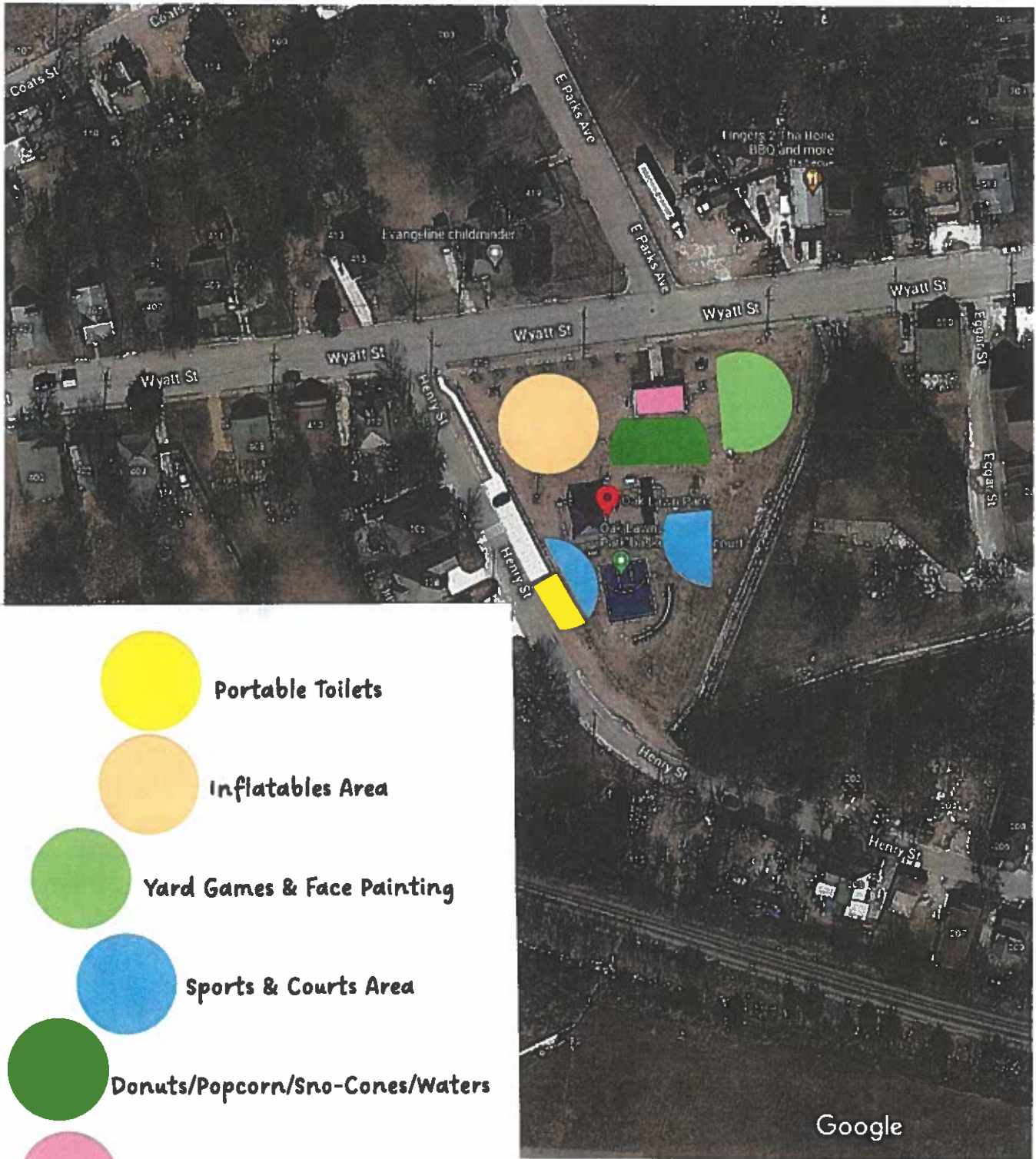
Email completed Special Events Application and site map to
Jami Bonner at Jami.Bonner@waxahachie.com.

(5b)

Walk in Love

Oak Lawn Park

Walk in Love w/The Avenue Church: Block Party on November 11, 2023 from 9:00a-11:00a!



Portable Toilets



Inflatables Area



Yard Games & Face Painting



Sports & Courts Area



Donuts/Popcorn/Sno-Cones/Waters



WIL & Wyatt Street
Awareness & Affirmations Station





(50)

Date submitted 10/27/23

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:

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: Cathy Le

Cell:

About the Event

Event name: Secret Life of Pets - Adoption Event

Date: Saturday, November 18

Location: Railyard Park

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

Anticipated attendance: 150-200

Description of event: Movie night with animals available for adoption from

Animal Services Departments in Waxahachie and surrounding cities

	Date(s)	Start Time:	End Time:
Event Date	11/18	5:00pm	8:00pm
Event Set-up	11/18	2:00pm	-
Event Breakdown	11/18	-	10:00pm

How many times has this event been hosted before?

1st time ☒

2 – 4 times ☐

5 or more times ☐

Location:



City of Waxahachie
City Secretary's Office

Special Event Application

(5c)

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 checked="" 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 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.



(50)

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): 11/18 2pm - 10pm
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: 11/18 Start time: 3:00pm End time: 9:00pm

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

Special Event Application

(5c)

Other: _____

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

When will the equipment be set-up?

Date: 11/18

Time: 3:00pm

When will the equipment be removed?

Date: 11/18

Time: 9:00pm

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: _____

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

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

Signature

10/27/23

Date

Contract Agreement

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

10/27/23

Signature

Date

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

RAILYARD PARK



(5c)

DJ

PROJECTOR

FACE PAINTER

DOG ADOPTION AREA

RYP TENT

PORT A POTTIES

TOMMY'S HOT
DOGS

COLLEGE STREET

RAILYARD PARK
ON-SITE CONTACT
DANIELLE GUINN
214-463-7815

RAILYARD PARK
455 S. COLLEGE STREET
WAXAHACHIE, TX 75165



City of Waxahachie
City Secretary's Office

(5d)

Special Event Application

Received 10/20/23

Date submitted

Applicant Information

Applicant name: Monica Flores

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: _____

Host organization name: Camp Gladiator

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

On-site contact name: Rachel Cazares

Cell: _____

About the Event

Event name: First we run, then we Feast

Date: November 23, 2023

Location: _____

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

Anticipated attendance: 100

Description of event: 5k / 10k Fun Run. Out and Back on the Trail.

	Date(s)	Start Time:	End Time:
Event Date	11/23/23	7:30am	10:30am
Event Set-up	11/23/23	6:15am	7:15am
Event Breakdown	11/23/23	10:30am	11:30am

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 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 checked="" type="checkbox"/> Other: Free Fitness for the Community |

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.

If you would like to purchase a shirt you can. Race is Free

Run / Walk:

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

7:30am 1 mile 7:30am 5K 7:45am Other distance

Please indicate your expected attendance: 100

Number of participants:

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

Provide route on attached site map.

(5d)



City of Waxahachie
City Secretary's Office

Special Event Application

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: None Date(s) & time(s): _____
Volunteers How many: None Date(s) & time(s): _____
Private security How many: None Date(s) & time(s): _____
Company name: N/A

Contact name and number: N/A
Off duty police How many: None 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

(5d)

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: None

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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M. Flores
Signature

12/23/2023
Date

Contract Agreement

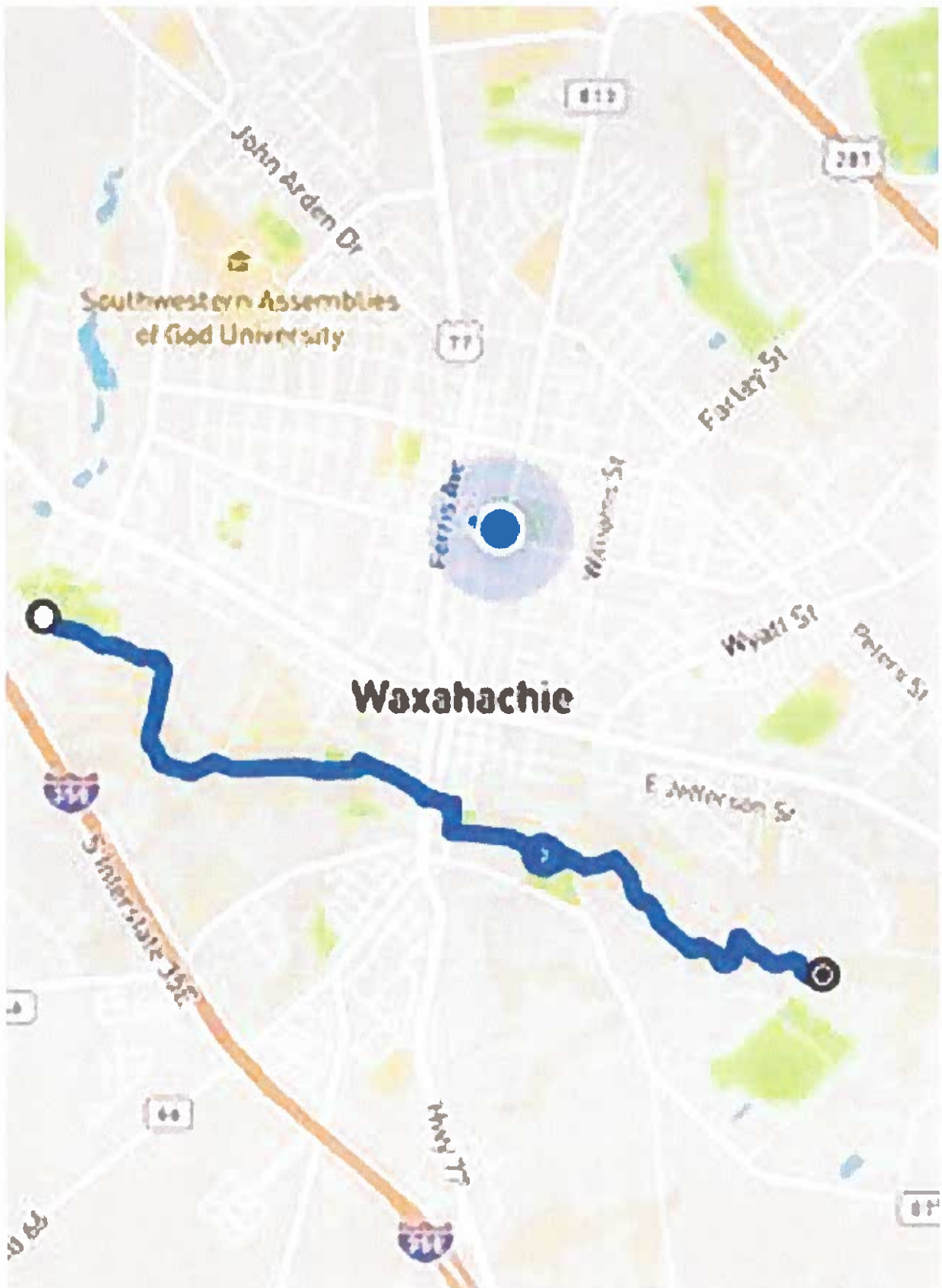
Applicant / organization has thoroughly read, understands, and agrees to all conditions listed on this application.

M. Flores
Signature

12/23/2023
Date

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

(5d)



Planning & Zoning Department

Petition for ETJ Release

Case: ETJ-PTN-151-2023



MEETING DATE(S)

City Council:

November 6, 2023

CAPTION

Consider proposed Ordinance approving a request by Oak Creek Ranch Phase 2 and Oak Creek Ranch Phase 2A Series of EIS Development II LLC for a **Petition for ETJ Release** for approximately 155.27 acres, located at 5049 East FM 875 (Property ID 179473) – Owner: Oak Creek Ranch Phase 2 and Oak Creek Ranch Phase 2A Series of EIS Development II LLC (ETJ-PTN-151-2023)

RECOMMENDED MOTION

"I move to approve ETJ-PTN-151-2023, a request by Oak Creek Ranch Phase 2 and Oak Creek Ranch Phase 2A Series of EIS Development II LLC, for a Petition for ETJ Release for approximately 155. 72 acres, located at 5049 E FM 875, authorizing the Mayor to sign the associated documents accordingly."

APPLICANT REQUEST

The property owner has petitioned the City to remove his property from the extraterritorial jurisdiction (ETJ).

CASE INFORMATION

Applicant:

George Salvador, Oak Creek Ranch Phase 2 and Oak Creek Ranch Phase 2A Series of EIS Development II LLC

Property Owner(s):

George Salvador, Oak Creek Ranch Phase 2 and Oak Creek Ranch Phase 2A Series of EIS Development II LLC

Site Acreage:

155.27 acres

Number of Lots:

3 tracts (current)

Number of Dwelling Units:

2 units (current)

SUBJECT PROPERTY

General Location:

5049 E FM 875

Parcel ID Number(s):

179473, 242477, & 198016

Current Zoning:

ETJ

Existing Use:

Undeveloped Land & two (2) single family dwellings

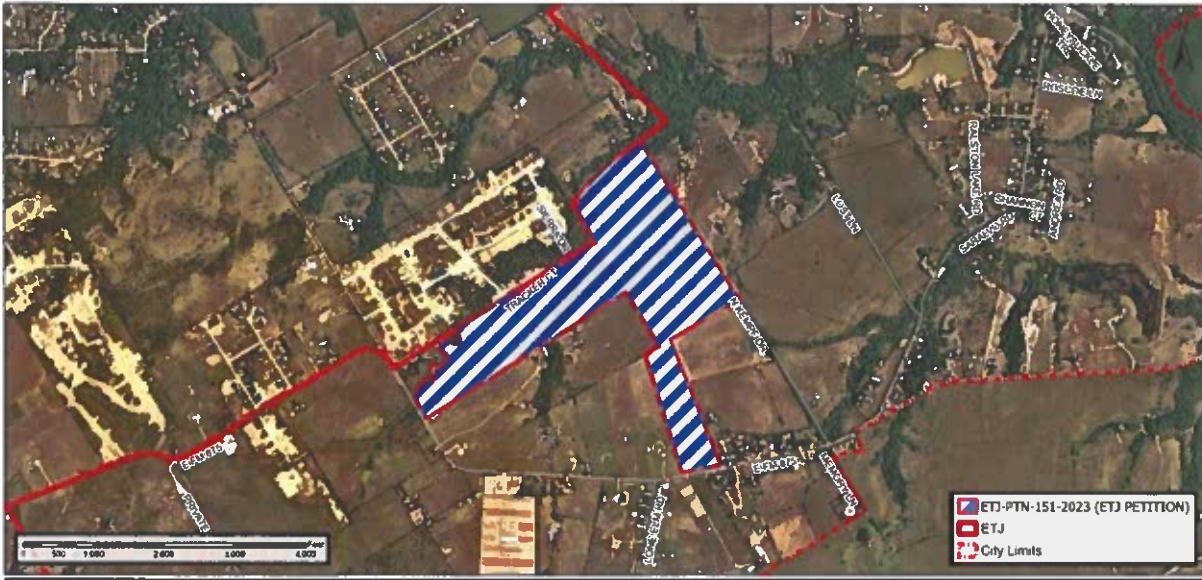
Platting History:

The subject property is not platted.

CCN Service Area:

Sardis Lone-Elm WSC

Site Aerial:



PLANNING ANALYSIS

Starting September 1, 2023, residents living in areas within a municipality's ETJ are allowed to file a petition requesting their release from the ETJ. Upon providing the City with the minimum information listed below, the City must immediately release the area from its ETJ.

- The petition must be in writing and detail the area's boundaries through either metes and bounds or a recorded plat; and
- The petition must include the property owner's name, signature, date of birth, residence address, and date of signing.

This application satisfies the requirements of Chapter 42, Subchapter D of the Texas Local Government Code governing the requirements for an ETJ petition.

RECOMMENDATION

City staff has determined that the submitted petition complies with the requirements of Chapter 42, Subchapter D of the Texas Local Government Code and that such law requires the release of the subject property from the City's ETJ.

ATTACHED EXHIBITS

1. ETJ Petition Map for November 6, 2023 City Council Meeting
2. Proposed Ordinance
3. Legal Description (Exhibit A)
4. Location Map (Exhibit B)

STAFF CONTACT INFORMATION

Prepared by:

Zack King, AICP

Senior Planner

zking@waxahachie.com

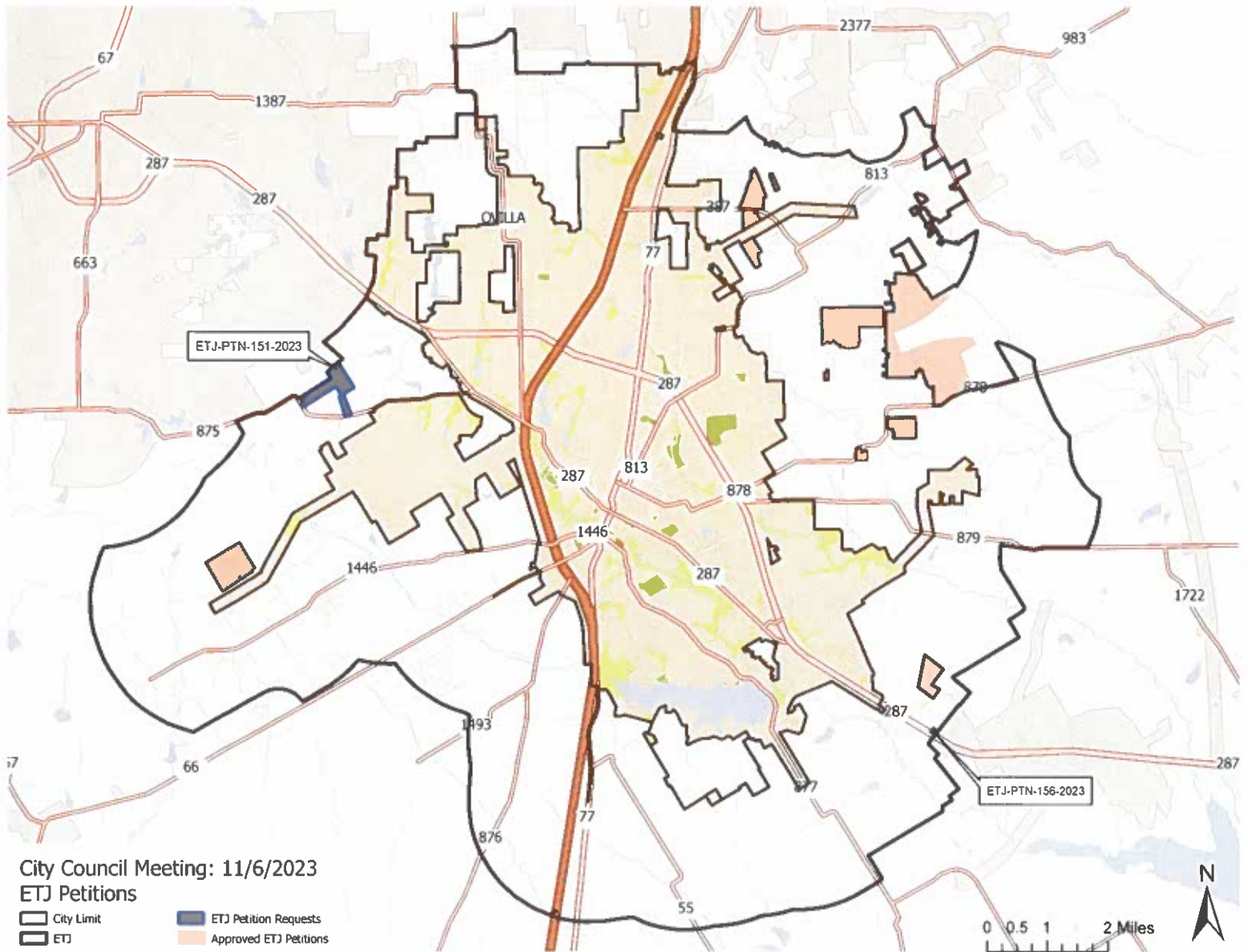
Reviewed by:

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

Senior Director of Planning

jennifer.pruitt@waxahachie.com

(5e)



(5e)

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE RELEASE FROM THE CITY OF WAXAHACHIE'S EXTRATERRITORIAL JURISDICTION OF A 155.27 ACRE TRACT OF LAND, LOCATED AT 5049 E FM 879, KNOWN AS PROPERTY ID 179473, 198016, 242477 AND ORDERING THE CHANGING OF THE CITY OF WAXAHACHIE'S EXTRATERRITORIAL JURISDICTION BOUNDARY MAP IN ACCORDANCE WITH SAID CHANGE.

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

WHEREAS, as authorized by Subchapter D of the Texas Local Government Code, the landowners of the herein described property have requested and petitioned in writing that the City of Waxahachie ("City") exclude the property herein described from the City's Extraterritorial Jurisdiction ("ETJ"); and

WHEREAS, City staff has determined that the submitted petition complies with the requirements of Subchapter D of the Texas Local Government Code and that such law requires the release of the herein described property from the City's ETJ.

NOW, THEREFORE, the following described tracts of land are hereby released and removed from the City's ETJ, effective as of the date of the passage of this Ordinance:

All those certain lots, tracts or parcels of land situated in Ellis County, Texas, and being more particularly described by metes and bounds in Exhibit A and shown on the location map in Exhibit B, which are made a part hereof and attached hereto for all purposes.

The City's ETJ boundary is hereby amended in accordance with said change. City staff is hereby directed to make all required changes to the City map showing the boundaries of the City's ETJ, as required by Section 41.002 of the Texas Local Government Code, and to promptly notify Ellis County of such changes.

PASSED, APPROVED AND ADOPTED on this 6th day of November, 2023.

MAYOR

ATTEST:

City Secretary

(5e)



EXHIBIT A

J. BAKER SURVEY, ABSTRACT NUMBER 40

ELLIS COUNTY, TEXAS

METES AND BOUNDS DESCRIPTION

BEING 155.277 ACRES OF LAND SITUATED IN THE J. BAKER SURVEY, ABSTRACT NUMBER 40, ELLIS COUNTY, TEXAS, BEING ALL OF THE OAK CREEK RANCH PHASE 2 CALLED 97.347 ACRE TRACT AS DESCRIBED IN INSTRUMENT NUMBER 2220010, OFFICIAL PUBLIC RECORDS, ELLIS COUNTY, TEXAS (O.P.R.E.C.T.), ALL OF THE OAK CREEK RANCH PHASE 2 CALLED 48.44 ACRE TRACT AS DESCRIBED IN INSTRUMENT NUMBER 2220011 (O.P.R.E.C.T.) AND ALL OF THE OAK CREEK RANCH CALLED 9.633 ACRE TRACT AS DESCRIBED IN INSTRUMENT NUMBER 2220011 (O.P.R.E.C.T.) AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A WOOD MONUMENT FOUND IN THE NORTH LINE OF FARM-TO-MARKET ROAD 875 (NO RECORD FOUND BY SURVEYOR) AT THE SOUTHEAST CORNER OF THE ABOVE MENTIONED 97.347 ACRE TRACT AND AT THE SOUTHWEST CORNER OF THE AUBREY D. SELF, SR. AND WIFE WENDY S. SELF CALLED 1.475 ACRE TRACT AS DESCRIBED IN VOLUME 1553, PAGE 282 (O.P.R.E.C.T.);

THENCE SOUTH 78 DEGREES 23 MINUTES 28 SECONDS WEST, ALONG THE NORTH LINE OF SAID FARM-TO-MARKET ROAD 875, A DISTANCE OF 553.36 FEET TO A 1/2" IRON ROD FOUND AT THE SOUTHWEST CORNER OF SAID 97.347 ACRE TRACT, SAME BEING THE SOUTHEAST CORNER OF THE BRANDON LANG AND SARAH LANG CALLED 13.939 ACRE TRACT AS DESCRIBED IN INSTRUMENT NUMBER 1701653 (O.P.R.E.C.T.);

THENCE NORTH 17 DEGREES 02 MINUTES 19 SECONDS WEST, LEAVING THE NORTH LINE OF SAID FARM-TO-MARKET ROAD 875, A DISTANCE OF 1,752.95 FEET TO A 1/2" INCH IRON ROD FOUND IN THE SOUTH OR SOUTHEAST LINE OF THE MELVIN L. CAMPBELL AND WIFE, SHIRLEY S. CAMPBELL CALLED 65.62 ACRE TRACT AS DESCRIBED IN VOLUME 620, PAGE 278, DEED RECORDS OF ELLIS COUNTY, TEXAS (D.R.E.C.T.), AT THE NORTHEAST CORNER OF THE ABOVE-MENTIONED 13.939 ACRE TRACT AND AN EXTERIOR CORNER OF SAID 97.347 ACRE TRACT;

THENCE NORTH 59 DEGREES 48 MINUTES 37 SECONDS EAST, A DISTANCE OF 230.24 FEET TO A 1/2" IRON ROD FOUND AT THE EAST OR SOUTHEAST CORNER OF THE ABOVE-MENTIONED 65.62 ACRE TRACT, SAME BEING AN INTERIOR CORNER OF SAID 97.347 ACRE TRACT;

THENCE NORTH 31 DEGREES 24 MINUTES 24 SECONDS WEST, ALONG THE SOUTHWEST LINE OF SAID 97.347 ACRE TRACT, A DISTANCE OF 900.10 FEET TO A 1/2" IRON ROD FOUND AT THE NORTH OR NORTHEAST CORNER OF SAID 65.62 ACRE TRACT, SAME BEING THE EAST OR SOUTHEAST CORNER OF SAID 48.44 ACRE TRACT;

THENCE SOUTH 57 DEGREES 43 MINUTES 34 SECONDS WEST, ALONG THE COMMON LINE BETWEEN SAID 48.44 ACRE TRACT AND SAID 65.62 ACRE TRACT, A DISTANCE OF 2,008.38 FEET A 1/2" IRON ROD FOUND IN SAID COMMON LINE AT THE SOUTHWEST CORNER OF SAID 9.633 ACRE TRACT;

THENCE SOUTH 57 DEGREES 43 MINUTES 26 SECONDS WEST, AT A DISTANCE OF 1105.24 FEET PASS A 1/2" IRON ROD FOUND AT THE NORTHEAST CORNER OF THE MELVIN L. CAMPBELL, JR. AND WIFE, JOANNA CAMPBELL CALLED 0.574 ACRE TRACT AND CONTINUING A TOTAL DISTANCE OF 1,352.16 FEET TO A 1/2" IRON ROD FOUND (SLICK ROD) IN THE EASTERLY

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O'NEAL SURVEYING
COMPANY, LLC
TBPELS FIRM NO. 10194132
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RIGHT-OF-WAY OF FARM-TO-MARKET ROAD 875 AND AT THE NORTHWEST CORNER OF SAID 0.574 ACRE TRACT;

THENCE NORTH 30 DEGREES 19 MINUTES 08 SECONDS WEST, ALONG THE EAST RIGHT-OF-WAY OF SAID FARM-TO-MARKET ROAD 875, AT A DISTANCE OF 116.32 FEET PASS A 1/2" IRON ROD FOUND (LEANING) AT THE NORTHWEST CORNER OF SAID 9.633 ACRE TRACT CONTINUING A TOTAL DISTANCE OF 347.55 FEET TO A 1/2" IRON ROD FOUND IN THE EAST RIGHT-OF-WAY OF SAID FARM-TO-MARKET ROAD AT THE APPROXIMATE CENTERLINE OF A CREEK;

THENCE ALONG THE APPROXIMATE CENTERLINE OF A CREEK THE FOLLOWING TWENTY-SEVEN (27) COURSES AND DISTANCES:

- 1) NORTH 40 DEGREES 35 MINUTES 57 SECONDS EAST, A DISTANCE OF 55.84 FEET TO A POINT;
- 2) NORTH 07 DEGREES 54 MINUTES 03 SECONDS EAST, A DISTANCE OF 100.91 FEET TO A POINT;
- 3) NORTH 46 DEGREES 41 MINUTES 08 SECONDS EAST, A DISTANCE OF 100.83 FEET TO A POINT;
- 4) NORTH 16 DEGREES 18 MINUTES 26 SECONDS EAST, A DISTANCE OF 52.17 FEET TO A POINT;
- 5) SOUTH 54 DEGREES 04 MINUTES 38 SECONDS EAST, A DISTANCE OF 41.17 FEET TO A POINT;
- 6) NORTH 41 DEGREES 48 MINUTES 27 SECONDS EAST, A DISTANCE OF 35.72 FEET TO A POINT;
- 7) NORTH 74 DEGREES 50 MINUTES 42 SECONDS EAST, A DISTANCE OF 60.84 FEET TO A POINT;
- 8) NORTH 30 DEGREES 44 MINUTES 55 SECONDS EAST, A DISTANCE OF 63.49 FEET TO A POINT;
- 9) NORTH 08 DEGREES 23 MINUTES 24 SECONDS WEST, A DISTANCE OF 45.27 FEET TO A POINT;
- 10) NORTH 80 DEGREES 39 MINUTES 35 SECONDS WEST, A DISTANCE OF 35.78 FEET TO A POINT;
- 11) NORTH 08 DEGREES 09 MINUTES 18 SECONDS EAST, A DISTANCE OF 51.24 FEET TO A POINT;
- 12) NORTH 31 DEGREES 45 MINUTES 06 SECONDS EAST, A DISTANCE OF 54.07 FEET TO A POINT;
- 13) SOUTH 36 DEGREES 15 MINUTES 46 SECONDS EAST, A DISTANCE OF 66.23 FEET TO A POINT;
- 14) SOUTH 58 DEGREES 50 MINUTES 15 SECONDS EAST, A DISTANCE OF 54.84 FEET TO A POINT;
- 15) NORTH 70 DEGREES 30 MINUTES 08 SECONDS EAST, A DISTANCE OF 30.38 FEET TO A POINT;
- 16) NORTH 22 DEGREES 03 MINUTES 57 SECONDS EAST, A DISTANCE OF 42.11 FEET TO A POINT;
- 17) NORTH 19 DEGREES 28 MINUTES 34 SECONDS WEST, A DISTANCE OF 33.71 FEET TO A POINT;
- 18) NORTH 55 DEGREES 04 MINUTES 58 SECONDS EAST, A DISTANCE OF 99.70 FEET TO A POINT;
- 19) NORTH 15 DEGREES 32 MINUTES 25 SECONDS WEST, A DISTANCE OF 72.86 FEET TO A POINT;
- 20) NORTH 54 DEGREES 56 MINUTES 02 SECONDS WEST, A DISTANCE OF 84.12 FEET TO A POINT;

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- 21) NORTH 06 DEGREES 34 MINUTES 06 SECONDS WEST, A DISTANCE OF 89.56 FEET TO A POINT;
- 22) NORTH 41 DEGREES 11 MINUTES 41 SECONDS EAST, A DISTANCE OF 58.57 FEET TO A POINT;
- 23) NORTH 78 DEGREES 25 MINUTES 29 SECONDS EAST, A DISTANCE OF 55.93 FEET TO A POINT;
- 24) SOUTH 69 DEGREES 17 MINUTES 02 SECONDS EAST, A DISTANCE OF 137.97 FEET TO A POINT;
- 25) NORTH 55 DEGREES 19 MINUTES 27 SECONDS EAST, A DISTANCE OF 41.00 FEET TO A POINT;
- 26) NORTH 26 DEGREES 52 MINUTES 29 SECONDS EAST, A DISTANCE OF 23.95 FEET TO A POINT;
- 27) NORTH 12 DEGREES 05 MINUTES 04 SECONDS WEST, A DISTANCE OF 191.71 FEET TO A 1/2" IRON ROD FOUND IN THE SOUTH LINE OF THE TSWW PARTNERS LLC CALLED 85.00 ACRE TRACT AS DESCRIBED IN INSTRUMENT NUMBER 2044869 (O.P.R.E.C.T.);

THENCE NORTH 58 DEGREES 35 MINUTES 46 SECONDS EAST, ALONG SAID SOUTHERLY LINE OF SAID 85.00 ACRE TRACT A DISTANCE OF 2,320.20 FEET TO A 5/8" IRON ROD FOUND IN THE WEST LINE OF SAID 97.347 ACRE TRACT AND AT THE SOUTHEAST CORNER OF SAID 85.00 ACRE TRACT;

THENCE NORTH 31 DEGREES 43 MINUTES 43 SECONDS WEST, ALONG THE NORTHEAST LINE OF THE ABOVE-MENTIONED 85.00 ACRE TRACT, AT A DISTANCE OF 402.03 FEET PASS A 1/2" IRON ROD FOUND FOR REFERENCE AND CONTINUING FOR A TOTAL DISTANCE OF 529.24 FEET TO A POINT FOR CORNER IN THE APPROXIMATE CENTERLINE OF A CREEK FOR THE NORTHWEST CORNER OF SAID 97.347 ACRE TRACT

THENCE ALONG THE APPROXIMATE CENTERLINE OF SAID CREEK, SAME BEING THE NORTH OR NORTHWEST LINE OF SAID 97.347 ACRE TRACT THE FOLLOWING TWO (2) COURSES AND DISTANCES:

- 1) NORTH 29 DEGREES 33 MINUTES 26 SECONDS EAST, A DISTANCE OF 73.36 FEET TO A POINT;
- 2) NORTH 01 DEGREES 15 MINUTES 02 SECONDS EAST, A DISTANCE OF 143.92 FEET TO THE INTERSECTION OF SAID APPROXIMATE CENTERLINE AND THE CITY OF WAXAHACHIE ETJ LINE;

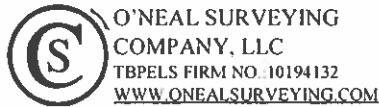
THENCE ALONG THE SAID CITY OF WAXAHACHIE ETJ LINE THE FOLLOWING TWO (2) COURSES AND DISTANCES:

- 1) NORTH 43 DEGREES 40 MINUTES 21 SECONDS EAST, A DISTANCE OF 571.41 FEET;
- 2) NORTH 52 DEGREES 31 MINUTES 26 SECONDS EAST, A DISTANCE OF 584.11 FEET TO THE INTERSECTION OF SAID CITY OF WAXAHACHIE ETJ LINE AND SAID APPROXIMATE CENTERLINE OF CREEK;

THENCE NORTH 80 DEGREES 43 MINUTES 39 SECONDS EAST, ALONG SAID APPROXIMATE CENTERLINE OF CREEK, A DISTANCE OF 21.73 FEET TO A POINT FOR THE NORTHEAST CORNER OF SAID 97.347 ACRE TRACT;

THENCE SOUTH 31 DEGREES 06 MINUTES 27 SECONDS EAST, ALONG THE NORTHEAST LINE OF SAID 97.347 ACRE TRACT, AT A DISTANCE OF 25.44 FEET PASS A 1/2" IRON ROD FOUND AT THE WEST OR NORTHWEST CORNER OF THE JULIE KEMPF REVOCABLE TRUAST CALLED 53.533 ACRE TRACT AS DESCRIBED IN VOLUME 2763, PAGE 1802 (D.R.E.C.T.), AND CONTINUING

(5e)



FOR A TOATL DISTANCE OF 239.29 FEET TO A 1/2" IRON ROD FOUND IN SAID NORTHEAST LINE OF SAID 97.347 ACRE TRACT;

THENCE SOUTH 31 DEGREES 43 MINUTES 00 SECONDS EAST, CONTINUING ALONG THE NORTHEAST LINE OF SAID 97.347 ACRE TRACT AND THE COMMON SOUTHWEST LINE OF SAID 53.533 ACRE TRACT A DISTANCE OF 2,382.15 FEET TO A 1/2" IRON ROD FOUND AT THE NORTH CORNER OF THE DPTL HOLDINGS, LLC CALLED 52.00 ACRE TRACT AS DESCRIBED IN INSTRUMENT NUMBER 1814852 (O.P.R.E.C.T.);

THENCE SOUTH 59 DEGREES 12 MINUTES 23 SECONDS WEST, ALONG THE COMMON LINE BETWEEN SAID 97.347 ACRE TRACT AND SAID 52.00 ACRE TRACT A DISTANCE OF 1,121.45 FEET TO A 1/2" IRON ROD FOUND AT THE WEST OR NORTHWEST CORNER OF SAID 52.00 ACRE TRACT, SAME BEING AN INTERIOR CORNER OF SAID 97.347 ACRE TRACT;

THENCE SOUTH 21 DEGREES 34 MINUTES 39 SECONDS EAST, ALONG A NORTHEAST LINE OF SAID 97.347 ACRE TRACT, AT A DISTANCE OF 1,132.58 FEET PASS A 1/2" IRON ROD FOUND AT AN EXTERIOR CORNER OF SAID 52.00 ACRE TRACT, SAME BEING THE NORTHWEST CORNER OF THE LISA VITALE CALLED 1.5 ACRE TRACT AS DESCRIBED IN VOLUME 644, PAGE 404 (D.R.E.C.T.), AND CONTINUING FAOR A TOTAL DISTANCE OF 1,450.72 FEET TO A 1/2" IRON ROD FOUND AT THE SOUTHWEST CORNER OF THE JUST-MENTIONED 1.5 ACRE TRACT, SAME BEING THE NORTHWEST CORNER OF SAID 1.475 ACRE TRACT;

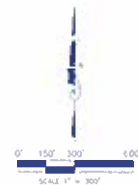
THENCE SOUTH 21 DEGREES 24 MINUTES 18 SECONDS EAST, CONTINUING ALONG A NORTHEAST LINE OF SAID 97.347 ACRE TRACT A DISTANCE OF 454.28 FEET TO THE POINT OF BEGINNING AND CONTAINING 155.277 ACRES OF LAND, MORE OR LESS.

ALL BEARINGS AND DISTANCES SHOWN HEREIN ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM OF 1983 (2011), CENTRAL ZONE (4203).

THIS DOCUMENT WAS PREPARED UNDER 22 TEXAS ADMINISTRATIVE CODE § 138.95, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

DANIEL CHASE O'NEAL
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6570
O'NEAL SURVEYING COMPANY, LLC
TBPLS FIRM NO. 10194132

(5e)



Line Data			Line Data		
Line No	Direction	Length	Line No	Direction	Length
L1	N59°48'E 37°E	230.24	L17	N70°30'08"E	30.58
L2	N50°13'08"E	347.55	L18	N62°23'37"E	42.11
L3	N43°35'55"E	55.74	L19	N49°15'05"E	33.71
L4	N37°54'03"E	100.93	L20	N55°04'58"E	97.86
L5	N46°41'45"E	100.81	L21	N51°32'25"E	21.70
L6	N46°18'24"E	52.17	L22	N54°50'05"E	84.12
L7	S58°44'18"E	41.17	L23	N60°14'56"E	85.56
L8	N41°49'27"E	35.72	L24	N61°14'18"E	58.53
L9	N41°35'02"E	80.84	L25	N78°25'22"E	35.31
L10	N30°44'55"E	62.43	L26	S49°17'02"E	135.91
L11	N61°23'24"E	45.27	L27	N65°51'27"E	41.00
L12	N60°23'35"E	55.29	L28	N66°22'21"E	23.95
L13	N60°09'18"E	51.24	L29	N126°02'04"E	191.77
L14	N31°45'06"E	54.07	L30	N129°31'26"E	73.36
L15	S36°15'14"E	66.23	L31	N83°15'05"E	143.13
L16	S5°50'15"E	54.84	L32	N83°43'39"E	21.37

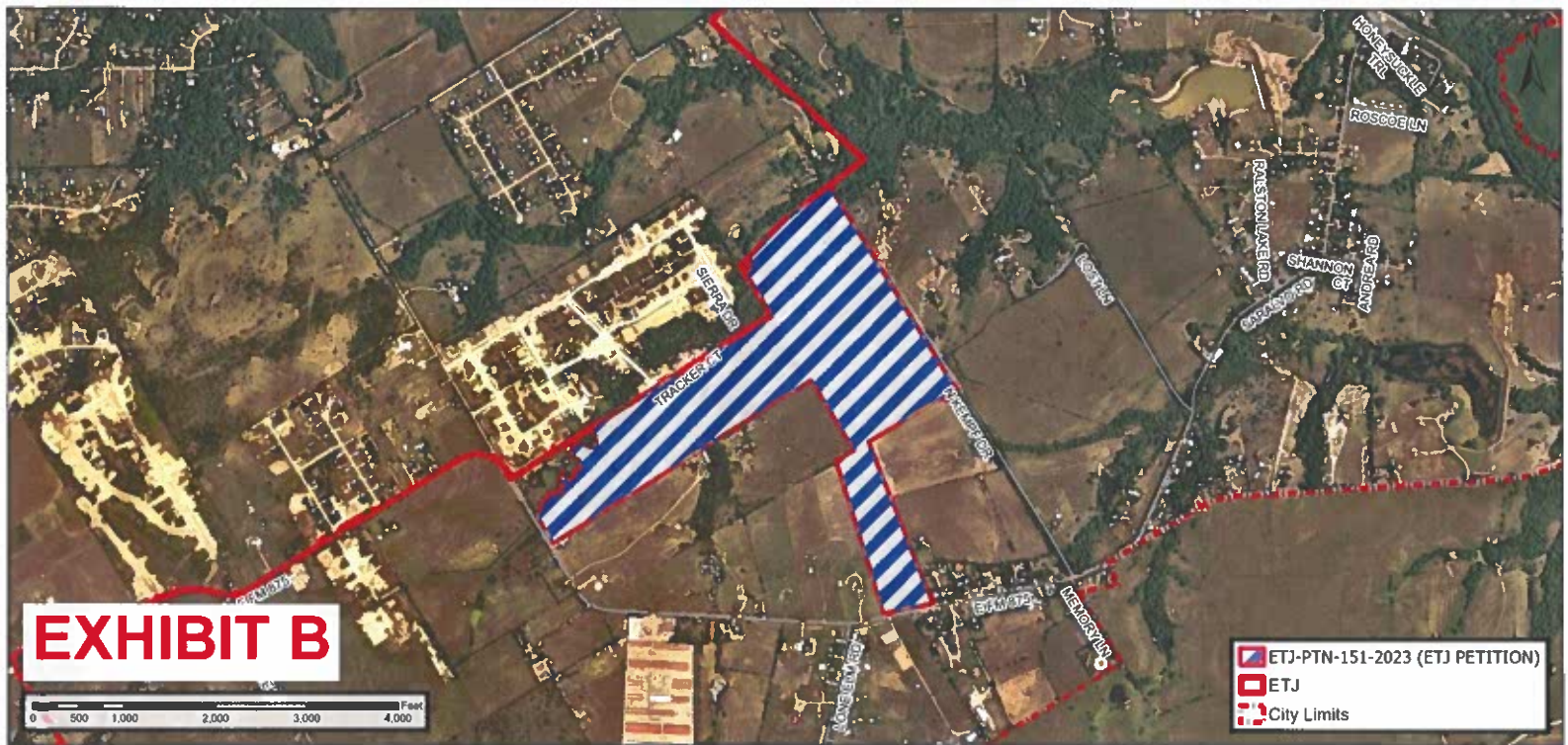


POLITICAL SUBDIVISION EXHIBIT
J. BARKER SURVEY, ABSTRACT NO. 40
ELLIS COUNTY, TEXAS
(SHEET 3 OF 3)

(U)	CONTRADICTORY INFORMATION
POB	POINT OF BEGINNING
DE	ARMY AND FOUND
DIRECT	DIED RECORDS
PRECED	ELLS COUNTY, TEXAS
	PLA RECORDS
	ELLS COUNTY, TEXAS
OPPECI	OFFICIAL PUBLIC RECORDS
	ELLS COUNTY, TEXAS
O	1/2" ARM POD WITH RE
	STAMPED "DANA 4570"
	(UNLESS NOTED)

THIS DOCUMENT WAS PREPARED UNDER 22 TEXAS ADMINISTRATIVE CODE § 138.95,
DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO
BE USED TO CLAIM OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE
RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR
RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT
WAS PREPARED

(5c)



Planning & Zoning Department

Petition for ETJ Release

Case: ETJ-PTN-156-2023



MEETING DATE(S)

City Council:

November 6, 2023

CAPTION

Consider proposed Ordinance approving a request by Molly Investments, LLC for a **Petition for ETJ Release** for approximately 1.54 acres, located at 3941 South Highway 287 (Property ID 147361) – Owner: Molly Investments, LLC (ETJ-PTN-156-2023)

RECOMMENDED MOTION

"I move to approve ETJ-PTN-156-2023, a request by Molly Investments, LLC, for a Petition for ETJ Release for approximately 1.54 acres, located 3941 South Highway 287, authorizing the Mayor to sign the associated documents accordingly."

APPLICANT REQUEST

The property owner has petitioned the City to remove his property from the extraterritorial jurisdiction (ETJ).

CASE INFORMATION

Applicant: Molly Investments, LLC

Property Owner(s): Molly Investments, LLC

Site Acreage: 1.54 acres

Number of Lots: 1 lot

Number of Dwelling Units: 1 units

SUBJECT PROPERTY

General Location: 3941 South Highway 287

Parcel ID Number(s): 147361

Current Zoning: ETJ

Existing Use: Single Family Home

Platting History: The subject property is platted as part of Lot 9 of the Arrowhead Addition.

CCN Service Area: Rockett Special Utility District

Site Aerial:



PLANNING ANALYSIS

Starting September 1, 2023, residents living in areas within a municipality's ETJ are allowed to file a petition requesting their release from the ETJ. Upon providing the City with the minimum information listed below, the City must immediately release the area from its ETJ.

- The petition must be in writing and detail the area's boundaries through either metes and bounds or a recorded plat; and
- The petition must include the property owner's name, signature, date of birth, residence address, and date of signing.

This application satisfies the requirements of Chapter 42, Subchapter D of the Texas Local Government Code governing the requirements for an ETJ petition.

RECOMMENDATION

City staff has determined that the submitted petition complies with the requirements of Chapter 42, Subchapter D of the Texas Local Government Code and that such law requires the release of the subject property from the City's ETJ.

ATTACHED EXHIBITS

1. ETJ Petition Map for November 6, 2023 City Council Meeting
2. Proposed Ordinance
3. Legal Description (Exhibit A)
4. Location Map (Exhibit B)

STAFF CONTACT INFORMATION

Prepared by:

Zack King, AICP

Senior Planner

zking@waxahachie.com

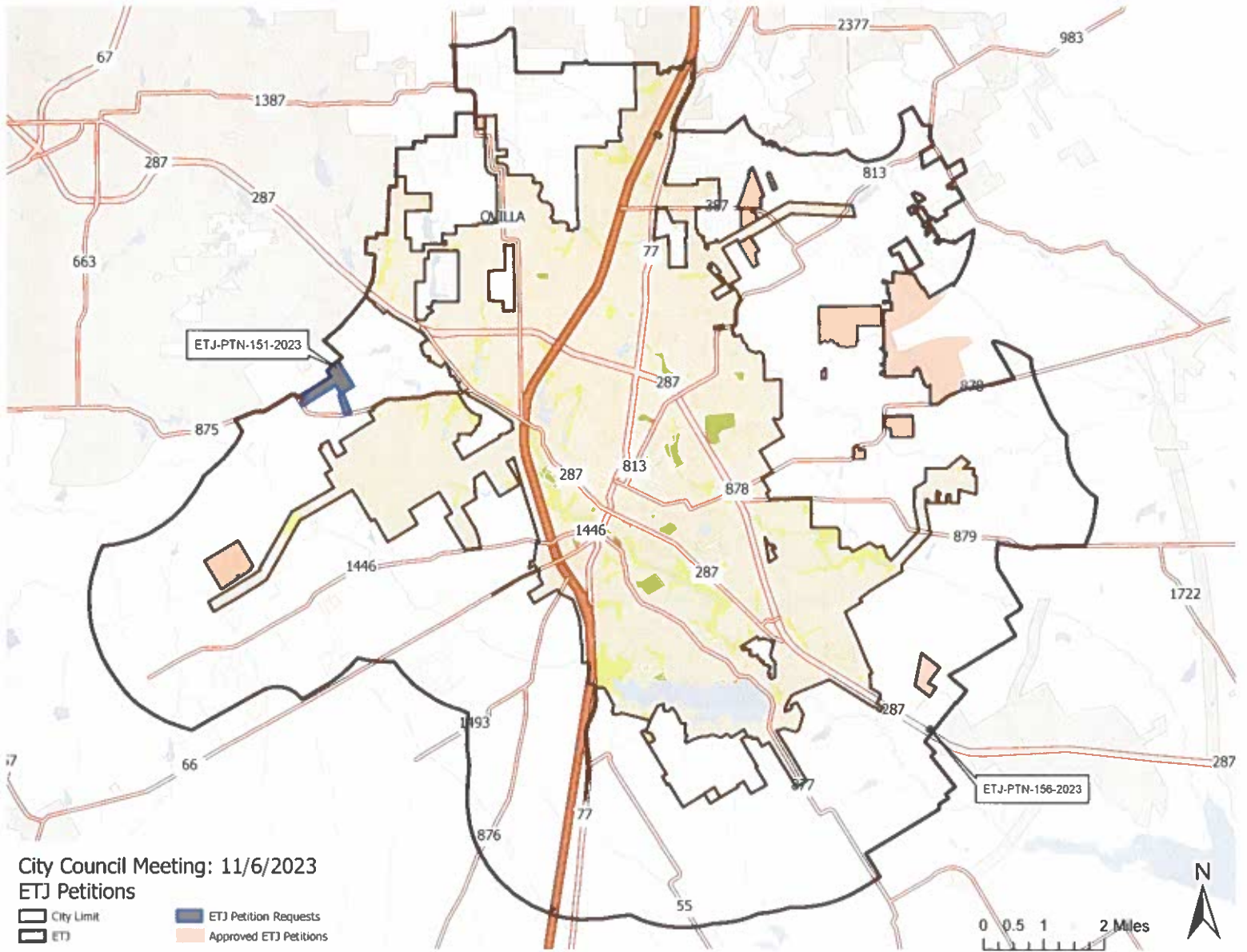
Reviewed by:

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

Senior Director of Planning

jennifer.pruitt@waxahachie.com

(5f)



ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE RELEASE FROM THE CITY OF WAXAHACHIE'S EXTRATERRITORIAL JURISDICTION OF A 1.54 ACRE TRACT OF LAND, LOCATED AT 3941 SOUTH HIGHWAY 287, KNOWN AS PROPERTY ID 198475, AND ORDERING THE CHANGING OF THE CITY OF WAXAHACHIE'S EXTRATERRITORIAL JURISDICTION BOUNDARY MAP IN ACCORDANCE WITH SAID CHANGE.

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

WHEREAS, as authorized by Subchapter D of the Texas Local Government Code, the landowners of the herein described property have requested and petitioned in writing that the City of Waxahachie ("**City**") exclude the property herein described from the City's Extraterritorial Jurisdiction ("**ETJ**"); and

WHEREAS, City staff has determined that the submitted petition complies with the requirements of Subchapter D of the Texas Local Government Code and that such law requires the release of the herein described property from the City's ETJ.

NOW, THEREFORE, the following described tracts of land are hereby released and removed from the City's ETJ, effective as of the date of the passage of this Ordinance:

All those certain lots, tracts or parcels of land situated in Ellis County, Texas, and being more particularly described by metes and bounds in Exhibit A and shown on the location map in Exhibit B, which are made a part hereof and attached hereto for all purposes.

The City's ETJ boundary is hereby amended in accordance with said change. City staff is hereby directed to make all required changes to the City map showing the boundaries of the City's ETJ, as required by Section 41.002 of the Texas Local Government Code, and to promptly notify Ellis County of such changes.

PASSED, APPROVED AND ADOPTED on this 6th day of November, 2023.

MAYOR

ATTEST:

City Secretary

EXHIBIT A

(5f)

Exhibit A: Legal Description

BEING all that certain lot, tract or parcel of land situated in the GEORGE CARPENTER SURVEY, Abstract No. 190, and being a part of a called 3.885 acre tract of land described in Volume 1597, Page 280, Official Public Records, Ellis County, Texas, (OPRECT), and being more particularly described as follows:

BEGINNING at a 1/2 inch steel rod found in the Northeast line of U.S. Highway 287 (a public road) for the West corner of this tract and same for the said 3.885 acre tract and being the South corner of the residual of a called 17.25 acre tract of land lying Northeast of U.S. Highway 287 and as recorded in Volume 444, Page 367, Deed Records, Ellis County, Texas, (DRECT);

THENCE N 39°13'45" E, 402.41 feet (Deed-Record bearing basis, same distance), along the Northwest line of this tract and same for the said 3.885 acre tract and along the Southeast line of the said 17.25 acre tract to a 1/2 inch steel rod found for the North corner of this tract and same for the said 3.885 acre tract and being the East corner of the 17.25 acre tract and which lies in the Southwest line of a called 10.100 acre tract of land as described in Volume 2006, Page 1375, OPRECT;

THENCE S 51°56'11" E, along the northeast line of this tract and same for the said 3.885 acre tract and the Southwest line of the 10.100 acre tract at 146.50 feet pass the Westerly South corner of the 10.100 acre tract and the West corner of Lot 1 of Old Church Estates, Phase 2, as recorded in Cabinet D, Slide 387, Plat Records, Ellis County, Texas (PRECT), continuing along the Southwest line of Lot 1, in all 179.72 feet to a 1/2 inch steel rod set for the East corner of this tract;

THENCE through the 3.885 acre tract and along the Southeast lines of this tract as follows: S 40°57'34" W, 232.30 feet to a 1/2 inch steel rod set for corner; and S 46°08'25" W, 155.92 feet to a 1/2 inch steel rod set in the southwest line of the said 3.885 acre tract and in the Northeast line of U.S. Highway 287 for the South corner of this tract;

THENCE N 57°50'17" W, 155.08 feet (Deed-Same bearing), along the Southwest line of this tract and same for the 3.885 acre tract, and along the Northeast line of U.S. Highway 287 to the POINT OF BEGINNING, and containing approximately 1.545 acres of land.

(5f)





Memorandum

To: Honorable Mayor and City Council
From: James Gaertner, Executive Director of Public Works & Utilities
Thru: Michael Scott, City Manager
Date: November 6, 2023
Re: Consider Interlocal Agreement between Ellis County and City of Waxahachie

Motion: "I move to approve the Interlocal Agreement between Ellis County and City of Waxahachie and authorize the City Manager to execute all necessary documents."

Item Description: Consider approval of an Interlocal Agreement between the City of Waxahachie and Ellis County for procurement of goods and services.

Item Summary: The interlocal agreement will allow the City of Waxahachie and Ellis County to share in the procurement for services, labor, equipment and materials.

This agreement also allows the county and city to perform work for each other at an agreed rate for labor, equipment and materials prior to performing the work in an as needed basis.

Fiscal Impact: Approval from City Council will be required when services, labor, equipment and materials are in excess of \$50,000.

(59)

**INTERLOCAL AGREEMENT
BETWEEN COUNTY OF ELLIS, TEXAS
AND CITY OF WAXAHACHIE, TEXAS**

This Agreement entered into between the County of Ellis, a political body of the State of Texas, hereinafter referred to as (the "County"), and the City of WAXAHACHIE, a political body of the State of Texas, hereinafter referred to as a (the "City").

WITNESSETH:

WHEREAS, the County and City desire to increase their efficiency and effectiveness by entering into this contract; and

WHEREAS, such contract is authorized under Chapter 791 of the Government Code of the State of Texas, said law cited as the Interlocal Cooperation Act of the State of Texas; and

WHEREAS, the function of service contracted for and to be provided by this Agreement is within the definition of "Governmental Function and Services" as defined by Section 791.003 of the Government Code; and

WHEREAS, the function of service contracted to be provided is a function or service that each party to the contract is authorized to perform individually.

NOW THEREFORE, for the mutual covenants and considerations expressed herein, the County and the City hereby agree as follows:

1. The County agrees to provide labor, equipment and materials necessary to complete road maintenance, enhancements, repairs and other projects that may be requested by City and accepted by County pursuant to this Agreement. Function or services provided shall include maintenance, repair and construction of streets, roads, alleys, bridges, and parking areas, as well as the maintenance and construction of waterways and ditches. The County shall further be authorized to sell City goods and services.
2. The City shall be the party receiving the function, goods, or service and providing payment for such function, goods and/or services.
3. The City, as paying party acknowledges and certifies, as required by the Interlocal Cooperation Act, that all payments shall be made from the current revenues available to City.
4. The term of this Agreement shall be for a fixed period commencing on the date of execution by the last governing body's authorized agent and ending on December 31st, 2024 ("Effective Period").

(59)

5. Both parties acknowledge and understand, in reference to any project undertaken under this Agreement involving the maintenance, repair, and construction of streets, roads, alleys, bridges and parking areas, as well as the maintenance and construction of waterways and ditches, the following:
 - a) that prior to beginning said project, a "Work Order" in the form similar to Exhibit A attached hereto shall be adopted describing the project to be undertaken and identifying the project's location; and
 - b) that the payment and penalty provisions set out in Section 791.014 of the Government Code Interlocal Cooperation Act shall apply to this Agreement.
6. City agrees to pay within (30) days of billing for the goods, governmental function, and/or services provided in an amount that fairly compensates for service or functions performed by under this Agreement, or as outlined by the Texas Prompt Payment Act.
7. Nothing contained in this Agreement is intended to create a partnership or joint venture between the Parties, and any implication to the contrary is hereby expressly disavowed. This Agreement does not create a joint enterprise, nor does it appoint any Party as an agent of the other Party, for any purpose whatsoever.
8. Either Party may terminate this Agreement upon thirty (30) days written notice to the other Party.

EXECUTED in duplicate this the ____ day of _____, 20__.

ELLIS COUNTY, TEXAS

By: _____
Todd B. Little, County Judge

ATTEST:

By: _____
Krystal C. Valdez, County Clerk

CITY OF WAXAHACHIE, TX.

By: _____
Michael Scott, City Manager

Attest:

Amber Villarreal, City Secretary



Memorandum

To: Honorable Mayor and City Council

From: Joe Wiser, Chief of Police

Thru: Michael Scott, City Manager

Date: October 31, 2023

Re: Consider approval of a contract between City of Waxahachie and Philip Taft and Associates related to services provided for Emergency Responders and their Families for a Mental Health Program

Recommended Motion: "I move to approve the contract between the City of Waxahachie and Philip Taft and Associates related to mental health services provided to our Emergency Responders and their families and I authorize the Mayor and/or City Manager to sign any necessary documents related to the contract."

Item Description: Consider approval of the contract between the City of Waxahachie and Philip Taft and Associates related to providing mental health support services to the City's first responders and their families.

Item Summary: A combined effort involving the City's Emergency Management Division, Fire Department, and Police Department resulted in the awarding of a grant from the Office of the Governor in the amount of \$105,300 to fund mental health services for first responders and their families. That grant was approved at the October 2nd City Council meeting. After soliciting for qualifications from providers of these type of services, Philip Taft and Associates was selected as the provider of choice. The City has utilized this firm before and is pleased with the quality of their work. This contract would engage Philip Taft and Associates to fulfill the scope of services associated with the awarded grant.

Fiscal Impact: Again, because of the \$105,300 grant awarded to the City of Waxahachie to provide for mental health support services, approval of this contract does not involve a fiscal impact to the City.

(51)



Memorandum

To: Honorable Mayor and City Council

From: Richard B. Abernethy, Director of Administrative Services

Thru: Michael Scott, City Manager

Date: November 6, 2023

Re: Consider Resolution Authorizing the City of Waxahachie to Execute an Agreement with the Texas Department of Transportation for Grant Funds for the Routine Airport Maintenance Program

Recommended Motion: "I move to approve a resolution authorizing the Mayor and/or City Manager to execute an agreement with the Texas Department of Transportation for grant funds for the Routine Airport Maintenance Program."

Item Description: Consider a Resolution authorizing the City of Waxahachie to execute an agreement with the Texas Department of Transportation (TxDOT) for grant funds for the Routine Airport Maintenance Program. This will allow for a grant match program with TxDOT paying 90% and the Airport paying 10% of routine maintenance costs not to exceed an annual total of \$100,000 paid by TxDOT.

Item Summary: The Routine Airport Maintenance Program (RAMP) is a grant Mid-Way Regional Airport receives on annual basis from the Texas Department of Transportation (TxDOT). Through this grant, the airport receives 50% reimbursement for maintenance items up to \$50,000 annually to help with grounds, building, and weather station maintenance. In addition, the grant may also cover expenses related to hangar maintenance, self-service fuel island repairs, runway/taxiway lighting, and for pavement and drainage. Last year the funds were used to help pay for the re-striping of the runway and the replacement of the self-serve fuel island point of sale credit card reader.

(5i)

Recently, the legislature increased the amount to \$100,000 and changed it from a 50/50 grant match to a 90/10 grant match. This increase will allow the airport to fully maximize these dollars to address its on-going maintenance needs. All work associated with this grant must be completed by August 31, 2024.

The next step is to have the Cities of Waxahachie and Midlothian approve the resolution authorizing the RAMP agreement with TxDOT. The City of Midlothian approved the resolution on October 24th.

Fiscal Impact: This is a budgeted expense and the grant match cost is included in the approved FY 2023-24 Mid-Way Regional Airport Budget.

(7)

RESOLUTION NO. _____

IN RECOGNITION OF MUNICIPAL COURT WEEK

November 6-10, 2023

A PROCLAMATION RECOGNIZING THE IMPORTANCE OF MUNICIPAL COURTS, THE RULE OF LAW, AND THE FAIR AND IMPARTIAL ADMINISTRATION OF JUSTICE

WHEREAS, municipal courts play a significant role in preserving public safety and promoting quality of life in Texas;

WHEREAS, more people come in contact with municipal courts than all other Texas courts combined and public impression of the Texas judicial system is largely dependent upon the public's experience in municipal court;

WHEREAS, state law authorizes a municipality to either appoint or elect a municipal judge for a term of office, the Waxahachie Municipal Court is a state court and its judges are members of the state judiciary;

WHEREAS, the procedures for the Waxahachie Municipal Court operations are set forth in the Texas Code of Criminal Procedure and other laws of the State of Texas;

WHEREAS, the City of Waxahachie is committed to the notion that our legal system is based on the principle that an independent, fair, and competent judiciary will interpret and apply the laws that govern us and that judges and court personnel should comply with the law and act in a manner that promotes public confidence in the integrity and impartiality of the judiciary;

WHEREAS, Waxahachie Municipal Judges are not policy makers for the City of Waxahachie but are bound by the law and the Canons of Judicial Conduct and are required to make decisions independent of the governing body of the City Council, city officials, and employees;

WHEREAS, the City Council recognizes that the Constitution and laws of the State of Texas contain procedural safeguards in criminal cases for all defendants, including indigent defendants, and supports the Waxahachie Municipal Court in complying with such legal requirements.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WAXAHACHIE, TEXAS THAT THE WEEK OF NOVEMBER 6-10, 2023 IS HEREBY RECOGNIZED AS MUNICIPAL COURT WEEK IN RECOGNITION OF THE FAIR AND IMPARTIAL JUSTICE OFFERED TO OUR CITIZENS BY THE MUNICIPAL COURT OF WAXAHACHIE.

PASSED AND APPROVED ON THIS THE ____ DAY OF _____, 2023.

MAYOR

ATTEST:

CITY SECRETARY

Planning & Zoning Department

Zoning Staff Report

Case: ZDC-137-2023



MEETING DATE(S)

Planning & Zoning Commission: October 24, 2023

City Council: November 6, 2023

CAPTION

Public Hearing on a request by Ken Taft, Bobby Cox Co., for a **Specific Use Permit (SUP)** for a Restaurant with a Drive-Through use within a Planned Development – Commercial (PD-C) zoning district located at 1735 North Highway 77 (Property ID 237029) - Owner: CCP T MOLLY WAX 3 23, LP (ZDC-137-2023)

RECOMMENDED MOTION

"I move to approve of ZDC-137-2023, a Specific Use Permit (SUP) for a Restaurant with a Drive-Through use, subject to the conditions the staff report with sign option 1, authorizing the City Manager and or Mayor to execute all documents accordingly."

ACTION SINCE INITIAL STAFF REPORT

At the Planning and Zoning Commission meeting held on October 24, 2023, the Commission voted 7-0 to recommend approval of case number ZDC-137-2023, subject to staff comments.

APPLICANT REQUEST

The Applicant is requesting a specific use permit for a Restaurant with a Drive-Through use.

CASE INFORMATION

Applicant: Ken Taft, Bobby Cox Co

Property Owner(s): CCP T Molly Wax 3 23, LP

Site Acreage: 1.562 acres

Current Zoning: Planned Development – Commercial (PD-C)

Requested Zoning: PD-C with a specific use permit (SUP) for a Restaurant with a Drive-Through use

SUBJECT PROPERTY

General Location: 1735 North Highway 77

Parcel ID Number(s): 237029

Existing Use: Vacant building

(9)

Development History:

A plat (FP2006-42) for the subject property was recorded on October 12, 2006. A SUP for a Restaurant with a Drive-Through was approved on September 20, 2021; however, the property has been vacant for over six months

Adjoining Zoning & Uses:

Direction	Zoning	Current Use
North	C	Clinic
East	PD-42-C	Undeveloped Land
South	C	Pro-Master Electric
West	C	Future Development District

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 primary access to the subject property is from South Highway 77, a Major Thoroughfare (110' right-of-way) on the Thoroughfare Plan.

Site Image:



Previously, TaMolly's occupied the subject property as a restaurant and had an approved SUP (ZDC-129-2021) for a drive-through as their ancillary use for their restaurant. The subject property has since been vacant for more than six months. In addition, the drive-through window was located at the rear of the building (which is the western side of the building) on the approved SUP (ZDC-129-2021).

The Applicant is requesting a specific use permit for a restaurant with a drive-through use (Rosa's Café), in which the proposed drive-through window will be located on the southern side of the building. In addition, the applicant has stated that Rosa's Café is proposing a different color scheme on the exterior, along with refurbishing the existing awnings for the windows to provide a fresh look to the existing building. Per the City's Zoning Ordinance, a drive-through establishment requires a Specific Use Permit. The proposed project has satisfied all of the requirements of the City's zoning ordinance, including but not limited to stacking, signage, and landscape requirements.

Proposed Elevations

The Applicant has provided a set of architectural elevations.

East elevation (Front - North Highway 77)



North elevation (Right - Country Meadows Blvd)



South Elevation (Left - Proposed Drive-Through)



West Elevation (Rear - North Town Blvd)



Proposed Monument Sign

The Applicant has provided two signs two options for the monument sign. At the Planning and Zoning Commission meeting held on October 24, 2023, the Commission recommended approval of option 1.

Option 1 – In this option, the monument sign offers a stone base with a double-face illuminated cabinet.



Concluding Summary

Staff recommends approval of the specific use permit given that the project complies with the City's zoning requirements for both the land use and the monument sign.

PUBLIC NOTIFICATIONS

To comply with State law contained in Local Government Code Chapter 211 and the City's public hearing notice requirements, 7 notices were mailed to property owners within 200 feet of the request. In addition, a notice was published in the Waxahachie Sun, and a sign was visibly posted at the property. During the publishing of this staff report, Staff has received no letters in opposition/support of this project.

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 approval of the SUP request with the conditions listed below.

1. The applicant obtains a permit from the City of Waxahachie Building Department before construction.

ATTACHED EXHIBITS

1. Ordinance
2. Location Map (Exhibit A)
3. Zoning Map (Exhibit B)
4. Site Plan (Exhibit C)
5. Landscape Plan (Exhibit D)
6. Architectural Elevations (Exhibit E)
7. Monument Sign (Exhibit F)
8. Operational Plan (Exhibit G)

STAFF CONTACT INFORMATION*Prepared by:*

Oanh Vu

Planner

oanh.vu@waxahachie.com

Reviewed by:

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

Senior Director of Planning

jennifer.pruitt@waxahachie.com

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING A SPECIFIC USE PERMIT (SUP) TO ALLOW A DRIVE THROUGH ESTABLISHMENT USE (ROSA'S CAFÉ) WITHIN A PLANNED DEVELOPMENT DISTRICT – COMMERCIAL (PD-C) LOCATED AT 1735 NORTH HIGHWAY 77 IN THE CITY OF WAXAHACHIE, ELLIS COUNTY, TEXAS, BEING 1.562 ACRES KNOWN AS PROPERTY ID 237029, 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-137-2023. 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 PD-C to PD-C, with an SUP in order to allow a Drive Through Establishment use on the following property: Property ID 237029, which is shown on the location map (Exhibit A), zoning map (Exhibit B), site plan (Exhibit C), landscape plan (Exhibit D), architectural elevations (Exhibit E), monument sign (Exhibit F), operational plan (Exhibit G).

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 DRIVE THROUGH ESTABLISHMENT (ROSA'S CAFÉ) USE IN THE PLANNED DEVELOPMENT – COMMERCIAL (PD-C) DISTRICT; the following standards and conditions are hereby established as part of this ordinance:

1. The subject property shall conform to the site plan approved by the City Council under case number ZDC-137-2023.
2. The development shall include at least one (1) crape myrtle.
3. Development on the subject property shall adhere to the following exhibits approved by the City Council: Exhibit A - Location Map, Exhibit B – Zoning Map, Exhibit C – Site Plan, Exhibit D – Landscape Plan, Exhibit E – Architectural Elevations, Exhibit F – Monument Sign, Exhibit G – Operational Plan.
4. The building shall consist of the building design and composed of the exterior finishing materials and their associated percentages as provided in Exhibit E – 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 C, D, E and F.
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. 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.

(10)

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 6th day of November, 2023.

MAYOR

ATTEST:

City Secretary

(10)

EXHIBIT A - LOCATION MAP



(10)

EXHIBIT B - ZONING MAP





(10)

EXHIBIT F - MONUMENT SIGN



DAY VIEW

NIGHT VIEW

 990 HALTOM RD. FORT WORTH, TX 76117 482-312-5338 — www.mello-signs.com	 E479782 TDLR 18785	<p>GENERAL DISCLAIMERS: All signs to be manufactured and installed in accordance with local and state regulations. This drawing is the property of MELLO SIGNS. It shall not be produced, copied or distributed without authorization of MELLO SIGNS.</p> <p>RENDERING APPROVAL: Please carefully review all drawings and material specifications. Color samples can be provided upon request. All PDF files are approximate representations.</p> <p>PLEASE READ CAREFULLY BEFORE FINAL APPROVAL: Review all files and check for all errors. Please review all spelling, material and color specifications, and installation notes. Changes after approval and the start of manufacturing may incur additional charges. By signing this proof you are acknowledging that you have read and fully reviewed all drawings, proposals, and Mello Signs Terms and Conditions.</p>	<table><tr><th>CLIENT NAME</th><th>DATE</th><th>BY</th><th>REV #</th></tr><tr><td>ROSA'S CAFE</td><td></td><td></td><td></td></tr><tr><td>TX ADDRESS</td><td>1735 N US 77</td><td>09-27-2023</td><td>01</td></tr><tr><td>CITY/STATE</td><td>WAXAHACHIE, TX 75165</td><td></td><td></td></tr><tr><td>PHONE</td><td></td><td></td><td></td></tr><tr><td>EMAIL</td><td></td><td></td><td></td></tr><tr><td>SALESMAN</td><td>JOE</td><td></td><td></td></tr><tr><td>DESIGNED</td><td>ORCW</td><td></td><td></td></tr><tr><td>FILE NAME</td><td>ROSA'S, WAXAHACHIE, TX</td><td></td><td></td></tr></table>	CLIENT NAME	DATE	BY	REV #	ROSA'S CAFE				TX ADDRESS	1735 N US 77	09-27-2023	01	CITY/STATE	WAXAHACHIE, TX 75165			PHONE				EMAIL				SALESMAN	JOE			DESIGNED	ORCW			FILE NAME	ROSA'S, WAXAHACHIE, TX		
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DESIGNED	ORCW																																						
FILE NAME	ROSA'S, WAXAHACHIE, TX																																						
CLIENT SIGNATURE _____ PRINTED NAME _____ DATE _____ SALESMAN INITIALS: _____																																							

EXHIBIT G - OPERATIONAL PLAN

(10)

Employee count = 60

Hours of Operation:

Sunday - Thursday: 6:30 AM - 10:00 PM

Friday - Saturday: 6:30 AM - 11:00 PM



Rosa's Cafe is an upscale, fast casual restaurant - one of the fastest growing segments in the restaurant industry. The first Rosa's Cafe was built in 1983 in San Angelo, Texas. In 1995, Bobby D. Cox purchased the brand with its five locations and today has expanded to more than 50 independently-owned restaurants located throughout Texas.

IT'S ALL ABOUT THE GREAT TASTE...

The signature products at Rosa's Cafe are the beef and chicken fajitas, marinated and grilled to perfection over real West Texas mesquite wood giving them their distinct flavor. Other popular menu items include crispy and soft tacos, Mexican dinner plates, sour cream chicken enchiladas, taco salads, burritos, tostadas, tamales and made-from-scratch tortillas and sopapillas. The complimentary salsa bar includes fresh pico de gallo and salsas of different seasonings to top off any meal with a mouth-watering zest.

Boasting the attributes of most full-service, sit-down Mexican food restaurants, Rosa's Cafe is unique in having an express drive-thru window to complement their authentic and colorful interior decor. Whether dining in or using the drive-thru, customers can be assured that their service will be incredibly fast and delicious.



Memorandum

To: Honorable Mayor and City Council

From: Jennifer Pruitt, AICP, LEED-AP, CNU-A, Senior Director of Planning

Thru: Michael Scott, City Manager

Date: November 6, 2023

Re: Consider Supplemental Appropriation and Contract for Short-Term Rental Compliance Services

Recommended Motion: "I move to approve a supplemental appropriation from the General Fund unrestricted reserve for \$29,178 and a contract with GovOS in the same amount for a short-term rental compliance software system and service and authorize the City Manager to execute all necessary documents."

Item Description: Consider authorizing the award of a contract for GovOS for a short-term rental host compliance software and service in the amount of \$29,178 and an associated supplemental appropriation to initially cover the cost. Fees associated with short term-rental registration is estimated to ultimately cover the cost as they are paid throughout the year.

Item Summary: This software and service includes the registration, identification, and monitoring short-term rentals located across the city. The vendor is responsible for creating non-compliant property reports, as well as a short-term rental registration portal to make it more convenient for owners to register and pay associated fees. Additionally, GovOS provides automated renewal reminders to short-term rental operators and will develop an automated tax portal to simplify local tax payment remittance.

Fiscal Impact: The fees generated through GovOS for the registration and compliance of short-term rentals is estimated to ultimately cover the cost of the software and service. However, a supplemental appropriation of \$29,178 from the General Fund unrestricted reserve is necessary to cover the initial cost.



Memorandum

To: Honorable Mayor and City Council

From: James Gaertner, Executive Director of Public Works & Utilities

Thru: Michael Scott, City Manager

Date: November 6, 2023

Re: Consider Ordinance Abandoning Right-of-Way Along Virginia Avenue

Motion: "I move to approve an ordinance abandoning right-of way along Virginia Avenue as presented and authorize the City Manager to execute all necessary documents."

Item Summary: Martin and Katie Holland have petitioned the City of Waxahachie to abandon a portion of a public alley adjacent to their property at 111 Virginia Avenue and have ownership revert to them.

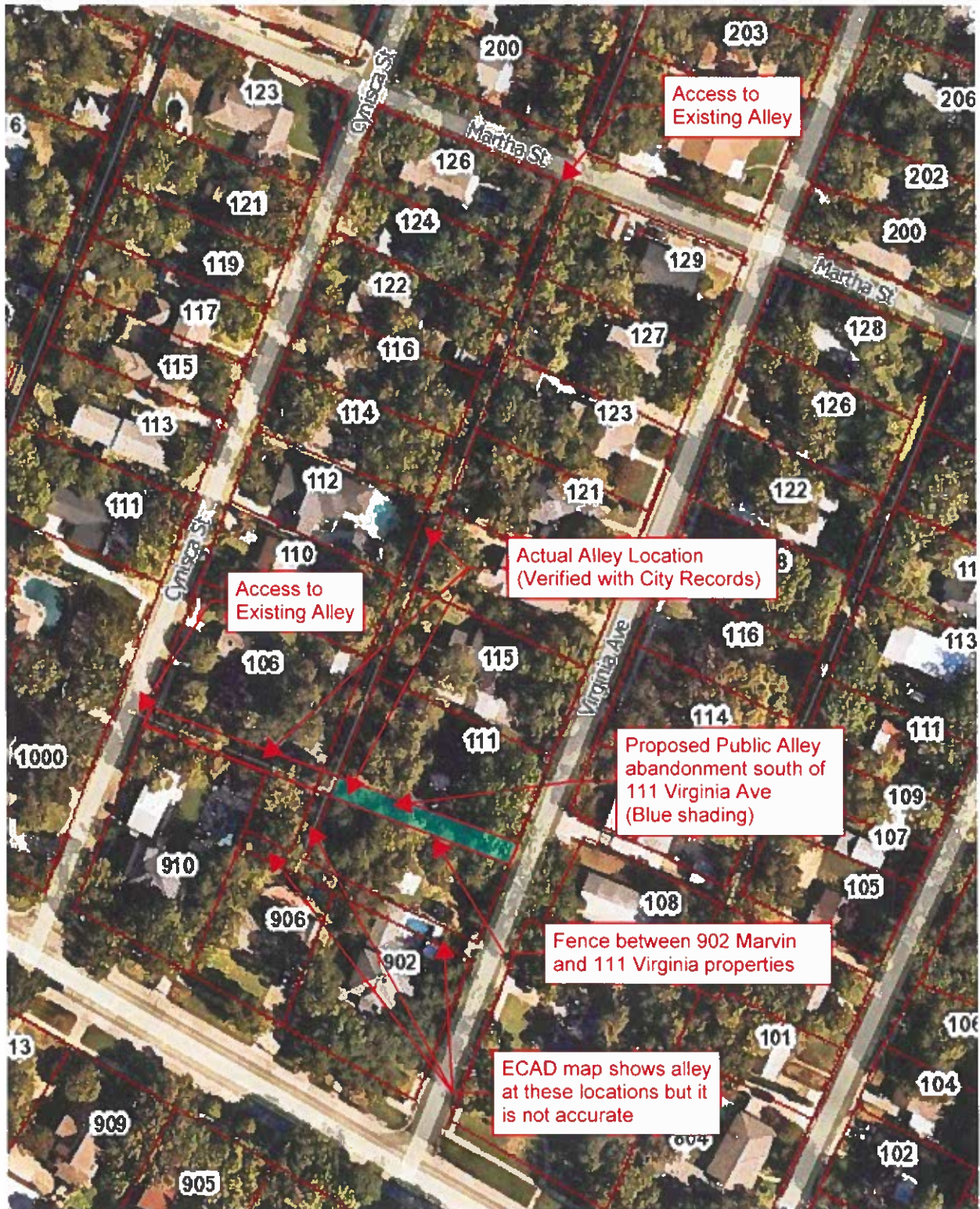
Item Description: Martin and Katie Holland are requesting the City of Waxahachie abandon a portion of a public alley in the Trinity Heights subdivision. The subject land is approximately 500 square feet that is located south of their property at 111 Virginia Avenue. When they purchased the property, they were not aware that there was alley south of their property and within their fence. The Ellis County Appraisal District shows it incorrectly on their maps. They would like this portion of the alley be part of their property because they built a garage, a driveway and other improvements in this area. City staff recommends the abandonment of this portion of the alley since it is currently closed to traffic. Access to the remainder of the alley is available from Cynisca St and Martha St. The portion of the alley that will be abandoned will remain as a utility and drainage easement since there are franchise utilities and drainage that flows through it. In addition, the property owner made some improvements to the drainage to ensure it continues to drain through their property.

Fiscal Impact: There are no fiscal impacts to the City for the proposed alley abandonment.

(127)

Exhibit A

Alley Abandonment South of 111 Virginia Avenue





Memorandum

To: Honorable Mayor and City Council
From: James Gaertner, Executive Director of Public Works & Utilities
Thru: Michael Scott, City Manager
Date: November 6, 2023
Re: Consider Professional Services Agreement Amendment No. 3 to Kimley-Horn and Associates, Inc. for the Wastewater Treatment Plant Phase 1 Improvements Project

Motion: "I move to authorize Professional Services Agreement Amendment No. 3 to Kimley-Horn and Associates, Inc. to the Wastewater Treatment Plant Phase 1 Improvements Project in an amount not to exceed \$80,000 and authorize the City Manager to execute all necessary documents."

Item Description: This contract amendment is for Kimley-Horn to provide additional construction contract administration services needed due to additional construction days required as a result of unavoidable delays in delivery of equipment necessary for the completion of the Jefferson Street Lift Station Capacity Expansion Project.

Item Summary: This contract amendment, referred to as Amendment No. 3 for the Wastewater Treatment Plant (WWTP) Improvements Phase 1 Project is to extend Kimley-Horn's construction contract administration services. This extension is needed due to unforeseen delays in equipment deliveries, which have impacted the project schedule. The original construction contract for the Jefferson Street Lift Station Expansion Project was initially set to conclude in April 2023. However, the proposed amendment is required to extend the contract time of construction management services to March 2024 for substantial completion.

(13)

Fiscal Impact: Kimley-Horn's professional services agreement will increase by \$80,000 making the new contract amount \$2,161,610. Staff proposes transferring \$80,000 from the project's remaining construction contingency of \$167,070 to fund the amendment. The Jefferson Lift Station capacity expansion improvements are part of WWTP Improvements Phase 1 project that is funded through the Coronavirus Local Fiscal Recovery Fund and Wastewater Impact Fees.



Memorandum

To: Honorable Mayor and City Council

From: Shon Brooks, Executive Director of Development Services

Thru: Michael Scott, City Manager

Date: November 6, 2023

Re: Consider Authorizing a Development Agreement with GRBK EDGEWOOD LLC for the Annexation and Development of a Master Planned Residential Community

Motion: "I move to approve a Development Agreement with GRBK EDGEWOOD LLC for annexation and development of a 1,230 acre master planned community and authorize the City Manager to execute all necessary documents."

Item Summary: A portion of the City's existing Extra Territorial Jurisdiction and property within the city limits is included in a 2,600 residential lot master planned community known as Haven Ranch. Approval of this Development Agreement sets forth the process, standards and requirements for the development of this acreage as envisioned in the concept plan of Exhibit B.

Item Description: The project encompasses a previously-approved Fresh Water Supply District and Development Agreement for the Easthaven Development from 2007. Easthaven included a golf course and a total of 3,300 single-family residential lots. The project remained dormant and now GRBK Edgewood wishes to restructure the development plans and utilized Public Improvement District funding structure.

Haven Ranch provides a mix of residential, commercial and school sites, as well as the dedication of minimum 100-acre park. Exhibit D provides Development Standards for the residential and commercial uses proposed. These details were discussed with Council members several months ago and have not changed since

those presentations. The developer will provide a review of the project's highlights and be available to answer any remaining questions at the Nov. 6th City Council meeting.

Fiscal Impact: The development proposes a Public Improvement District to reimburse the developer for PID-eligible improvements associated with the extension of roadways, water lines, and to connect to the city's sewer system, as illustrated in Exhibit C of the development agreement. As a reminder, PID funding comes from an additional property owner assessment from within the district and is not a cost to the City.

HAVEN RANCH DEVELOPMENT AGREEMENT

This Haven Ranch Development Agreement (this "Agreement") is entered into by and between the CITY OF WAXAHACHIE, TEXAS, a home rule municipality (the "City") and GRBK EDGEWOOD LLC, a Texas limited liability company ("Developer") (each individually, a "Party," and collectively, the "Parties"), to be effective on the Effective Date.

SECTION 1 RECITALS

WHEREAS, certain capitalized terms used in these recitals are defined in Section 2;

WHEREAS, Developer owns approximately 1,229.530 acres of real property, described by metes and bounds in Exhibit A (the "Property");

WHEREAS, approximately 1179.651 acres of the Property (the "ETJ Land") are located within the extraterritorial jurisdiction of the City (the "ETJ");

WHEREAS, approximately 49.879 acres of the Property are located within the corporate limits of the City, as described and depicted in Exhibit H ("Incorporated Land");

WHEREAS, as generally described and depicted on the Concept Plan, Developer intends to develop the Property as a master planned residential community with a maximum of 2,600 single family residential lots of various sizes over multiple phases, which development will be known and referred as Haven Ranch (the "Project");

WHEREAS, the Property is located within the City's sewer and water certificates of convenience and necessity ("CCN"), and the Parties intend that the City will be the retail provider of water and sewer service to the Property;

WHEREAS, Developer anticipates commencing development of the Project upon: (i) the execution of this Agreement, and (ii) the creation of the PID by the City;

WHEREAS, the Parties desire and intend that Developer will design, construct, install, and/or make financial contributions toward the Authorized Improvements, and that certain costs incurred therewith will be financed or reimbursed through multiple sources, including PID Bond Proceeds, Assessments, and Impact Fee Credits;

WHEREAS, the Parties desire and intend for the design, construction, and installation of the Authorized Improvements to occur in a phased manner over the Term of this Agreement and that Developer will dedicate to and the City will accept the Authorized Improvements for public use and maintenance, subject to the City's approval of the plans and inspection of the Authorized Improvements in accordance with this Agreement and the City Regulations;

WHEREAS, as it relates to the Property, Developer estimates that the Authorized Improvements Cost will be as set forth in Exhibit C;

WHEREAS, in consideration of Developer's agreements contained herein and upon the creation of the PID, the City intends to use good faith efforts to exercise its powers under the PID Act to provide financing arrangements that will enable Developer, in accordance with the procedures and requirements of the PID Act and this Agreement, to: (a) be reimbursed for all or a portion of the Authorized Improvements using the PID Bond Proceeds; and/or (b) be reimbursed for all or a portion of the Authorized Improvements, the source of which reimbursement will be annual installment payments from Assessments on the Property within the PID, provided that such reimbursements shall be subordinate to the payment of PID Bonds, Administrative Expenses, and any amounts owed to the City by Developer in connection with the PID;

WHEREAS, the City, subject to the consent and approval of the City Council, the satisfaction of all conditions for PID Bond issuance, Developer's substantial compliance with this Agreement, and in accordance with the terms of this Agreement and all legal requirements, including but not limited to the Indenture, shall use good faith efforts to: (i) adopt a Service and Assessment Plan; (ii) adopt one or more Assessment Ordinances (to reimburse Developer for all or a portion of the Authorized Improvements Cost and the costs associated with the administration of the PID and the issuance of the PID Bonds, and for repayment of PID Bonds); and (iii) issue, in multiple series, up to \$230,000,000 in principal amount of PID Bonds for the purpose of financing the Authorized Improvements in accordance with the Service and Assessment Plan, acquiring the Authorized Improvements, and reimbursing Developer for certain associated costs as described herein;

WHEREAS, to the extent funds must be advanced by the City to pay for any costs associated with the creation of the PID, the issuance of PID Bonds, or the preparation of documentation related thereto, including any costs incurred by the City and its consultants and advisors (excluding the fees associated with closing the PID Bonds and paid from PID Bond Proceeds), Developer shall be responsible for advancing such funds and shall have a right to reimbursement for the funds advanced from PID Bond Proceeds and Assessments, and the City will not be responsible for such reimbursement or the payment of any such costs from any other sources of funds;

WHEREAS, in order to ensure continued development over time, the Parties intend that Developer will petition the City to annex the Property into the City, on a phase by phase or improvement area by improvement area basis, for consideration by the City contemporaneously with the City's issuance of PID Bonds over each phase or improvement area within the PID;

WHEREAS, the Parties acknowledge that the Property is currently covered in whole or in part by Ellis County Fresh Water Supply District No. 3 ("ECFWSD No. 3" or the "District"), and it is the intention of the Parties that the PID will finance the Authorized Improvements, and upon issuance of each series of PID Bonds within the Property and the City's annexation of each phase or improvement area, Developer shall cause each annexed phase or improvement area to be disannexed from ECFWSD No. 3;

WHEREAS, this Agreement is a development agreement as provided by Subchapter G, Chapter 212, Texas Local Government Code, and the City has provided the disclosures as required by Section 212.172(b-1);

(14)

WHEREAS, the City desires the Property be annexed and incorporated into the corporate boundaries of the City and to the Property being developed under the rules and regulations of this Agreement;

WHEREAS, immediately following annexation of each portion of the Property, the City shall, on its own initiative, consider zoning on the annexed portion of the Property as a planned development district consistent with the Concept Plan and the Development Standards, and the Parties acknowledge that the Property may be developed and used in accordance with this Agreement notwithstanding any zoning of the Property that may conflict with this Agreement; and

WHEREAS, in entering this Agreement and consenting to the annexation of any of the Property into the City, Developer is relying upon the covenants, obligations, and representations of the City in this Agreement, including the levy of assessments and issuance of PID Bonds, and the provision of utility service to the Property, and but for such covenants, obligations, and representations of the City, Developer would not otherwise enter this Agreement or consent to the annexation of any of the Property into the City; and

WHEREAS, unless expressly set forth to the contrary in this Agreement, the Parties intend this Agreement to supersede City Regulations to the extent that City Regulations conflict with this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties hereby agree as follows:

SECTION 2 **DEFINITIONS**

Certain terms used in this Agreement are defined in this Section 2. Other terms used in this Agreement are defined in the recitals or in other sections of this Agreement. Unless the context requires otherwise, the following terms shall have the meanings hereinafter set forth:

Administrative Expenses means reasonable expenses incurred by the City and Developer in the establishment, administration, and operation of the PID and the collection of any assessments and other amounts associated with same.

Assessment(s) means the special assessments levied on the Property, under one or more Assessment Ordinances adopted to finance, acquire, or reimburse Developer for the Authorized Improvements benefitting the Property as set forth in the Service and Assessment Plan, as well as payment of Administrative Expenses and repayment of the PID Bonds and the costs associated with the issuance of the PID Bonds.

Assessment Ordinance means an ordinance approved by the City Council under the PID Act establishing one or more Assessment(s).

Authorized Improvements means the on- and off-site public water, sewer, drainage, roadway facilities, easements, and rights-of-way, along with parks, trails, open space and other public improvements, such as landscaping and screening, that benefit the Property, are to be

constructed by Developer, are identified on Exhibit C, and for which the Parties intend Developer will be fully or partially reimbursed pursuant to the terms of this Agreement.

Authorized Improvements Cost means the actual costs of design, engineering, construction, acquisition, and inspection of the Authorized Improvements and all costs related in any manner to the Authorized Improvements.

Bond Ordinance means an ordinance adopted by the City Council that authorizes and approves the issuance and sale of the PID Bonds.

Budgeted Cost means, with respect to any given Authorized Improvement, the estimated cost of the improvement as set forth in Exhibit C, and as may be updated in the SAP or pursuant to this Agreement.

Capital Improvement(s) shall have the meaning provided in Chapter 395, and shall include facilities depicted on the City's master infrastructure plans as of the Effective Date and as amended.

Capital Improvement Costs means any construction, contributions, or dedications of Capital Improvements, including actual costs of design, engineering, construction, acquisition, and inspection, and all costs related in any manner to the Capital Improvement.

Capital Improvements Plan ("CIP") means all capital improvements plan(s) duly adopted by the City under Chapter 395 as of the Effective Date and as may be updated or amended from time to time.

Certificate of Convenience and Necessity ("CCN") means a certificate of that name issued by the PUC or its predecessor or successor agency pursuant to Chapter 13, Texas Water Code.

Chapter 245 means Chapter 245, Texas Local Government Code.

Chapter 395 means Chapter 395, Texas Local Government Code.

City Code means the Code of Ordinances, City of Waxahachie, Texas.

City Council means the governing body of the City.

City Manager means the current or acting City Manager of the City, or a person designated to act on behalf of that individual if the designation is in writing and signed by the current or acting City Manager.

City Regulations means the City's applicable development regulations in effect on the Effective Date, including without limitation City Code provisions, ordinance, design standards, and other policies duly adopted by the City; provided, however, that as it relates to Public Infrastructure for any given phase of the Project, the applicable construction standards shall be those that the City has duly adopted at the time of the filing of an application for a plat for that phase unless construction has not commenced within two years of approval of such plat in which case the construction standards shall be those that the City has duly adopted at the time that

construction commences. The term does not include Impact Fees, which shall be assessed on the Property in accordance with this Agreement.

Concept Plan means the intended conceptual plan for the development of the Project as generally depicted on Exhibit B.

County means Ellis County.

Developer means the entity or entities responsible for developing the Property in accordance with this Agreement and their permitted assigns.

Developer Continuing Disclosure Agreement means any continuing disclosure agreement of Developer executed contemporaneously with the issuance and sale of PID Bonds.

Development Standards means the design specifications and construction standards permitted or imposed by this Agreement, including without limitation the standards set forth in Exhibit D.

Effective Date means the effective date of this Agreement, which shall be the date upon which all Parties have fully executed and delivered this Agreement.

End User means any tenant, user, or owner of a Fully Developed and Improved Lot, but excluding the HOA and any homebuilding entity.

Fully Developed and Improved Lot means any privately-owned and improved lot in the Project, regardless of proposed use, intended to be served by the Authorized Improvements and for which a plat has been approved by the City and recorded in the Real Property Records of Ellis County.

HOA means the Haven Ranch Homeowners Association, or such name as may be available with Texas Secretary of State, and its successors, which shall privately function as a homeowners association for the Project.

Home Buyer Disclosure Program means the disclosure provisions relating to property located in public improvement districts set forth in Chapter 5 of the Texas Property Code, which establish a mechanism to disclose to each End User the terms and conditions under which their lot is burdened by the PID.

Impact Fees means those fees assessed and charged against the Project in accordance with this Agreement and Chapter 395, and as defined therein.

Impact Fee Credits means credits against Impact Fees otherwise due from the Project to offset Capital Improvement Costs.

Improvement Account of the Project Fund ("IAPF") means the construction fund account created under the Indenture, funded by the PID Bond Proceeds, and used to pay or reimburse for certain portions of the construction or acquisition of the Authorized Improvements.

Indenture means a trust indenture by and between the City and a trustee bank under which PID Bonds are issued and funds are held and disbursed.

Landowner Certificate means a certificate executed by the owner(s) of the Property consenting to the creation of the PID, the levy of the Assessments, and undertaking certain other obligations relating to providing notice to subsequent owners of all or a portion of the Property, including the Home Buyer Disclosure Program.

Mayor means the Mayor of the City.

Non-Benefited Property means parcels or lots that accrue no special benefit from the Authorized Improvements, including but not limited to property encumbered with a public utility easement that restricts the use of such property to such easement.

Notice means any notice required or contemplated by this Agreement (or otherwise given in connection with this Agreement).

PID means the Haven Ranch Public Improvement District for which the City shall exert good faith efforts to create for the benefit of the Property pursuant to the PID Act and this Agreement.

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

PID Administrator means an employee, consultant, or designee of the City who shall have the responsibilities provided in the Service and Assessment Plan, an Indenture, or any other agreement or document approved by the City related to the duties and responsibilities for the administration of the PID.

PID Bonds means assessment revenue bonds, but not Refunding Bonds, issued by the City pursuant to the PID Act to finance the Authorized Improvements.

PID Bond Proceeds means the funds generated from the sale of the PID Bonds.

PID Documents means, collectively, the PID Resolution, the SAP, and the Assessment Ordinance(s).

PID Reimbursement Agreement means an agreement by and between the City and Developer by which the Parties establish the terms by which Developer may obtain reimbursements for Authorized Improvements through the PID Bond Proceeds or Assessments.

PID Resolution means the resolution and improvement order adopted by the Council creating the PID pursuant to Section 372.010 of the PID Act and approving the advisability of the Authorized Improvements.

Public Infrastructure means all water, wastewater/sewer, detention and drainage, roadway, park and trail, and other infrastructure necessary to serve the full development of the Project and/or to be constructed and dedicated to the City under this Agreement. The term includes the Authorized Improvements.

PUC means the Texas Public Utility Commission.

Real Property Records means the official land recordings of the Ellis County Clerk's Office.

Refunding Bonds means bonds issued pursuant to Section 372.027 of the PID Act.

Reimbursement Agreement means a reimbursement or similar agreement between the City and Developer.

Service and Assessment Plan ("SAP") means the SAP for the PID, to be adopted and amended annually, if needed, by the City Council pursuant to the PID Act for the purpose of assessing allocated costs against portions of the Project located within the boundaries of the PID having terms, provisions, and findings approved by the City, as required by this Agreement.

WWTP means the City's existing wastewater treatment plant, generally located at the northeast corner of Howard Road and Lions Park Road and which, as of the Effective Date, has sufficient treatment capacity to serve the Project.

SECTION 3 **PUBLIC IMPROVEMENT DISTRICTS**

3.1 Creation of the PID; Levy of Assessments. The City shall use good faith efforts to initiate and approve all necessary documents and ordinances, including without limitation the PID Documents, required to effectuate this Agreement, to create the PID, and to levy the Assessments. The Assessments, if approved by the City Council, shall be levied: (i) on a phase-by-phase basis against the applicable phase(s) benefitted by the applicable portion of the Authorized Improvements for which the applicable series of the PID Bonds are issued, and (ii) prior to the sale of any lot to an End User. The City will select a PID Administrator and the City Council will consider approval of the Preliminary SAP, which shall include the Authorized Improvements, and provide for the levy of the Assessments on the Property. Promptly following preparation and approval of a preliminary SAP acceptable to the Parties and subject to the City Council making findings that the Authorized Improvements confer a special benefit on the Property, the City Council shall consider an Assessment Ordinance.

3.2 Acceptance of Assessments and Recordation of Covenants Running with the Land. Following the levy of the Assessment applicable to a particular phase of the Project, Developer shall: (a) approve and accept in writing the levy of the Assessment(s) on all land owned by Developer; (b) approve and accept in writing the Home Buyer Disclosure Program related to such phase; and (c) cause the covenants running with the land to be recorded against the portion of the Property within the applicable phase that will bind any and all current and successor developers and owners of all or any part of such phase of the Project to: (i) pay the Assessments, with applicable interest and penalties thereon, as and when due and payable hereunder and that the purchasers of such land take their title subject to and expressly assume the terms and provisions of such assessments and the liens created thereby; and (ii) comply with the Home Buyer Disclosure

Program. The covenants required to be recorded under this paragraph shall be recorded substantially contemporaneously with the recordation of the plat of the applicable phase.

SECTION 4 **PID BONDS**

4.1 **PID Bond Issuance.** Developer may request issuance of PID Bonds by filing a written request with the City including a list of the Authorized Improvements to be funded or acquired with the PID Bond Proceeds and the estimated or actual costs of such Authorized Improvements. Prior to the City undertaking any preparations for the sale of PID Bonds: (i) the City Council shall have approved and adopted the PID Documents; (ii) the City shall have reviewed the Landowner Certificate; and (iii) owner(s) of the portion of the Property constituting all of the acreage in the portion of the PID relating to the issuance of PID Bonds at the time of such undertaking shall have executed a Landowner Certificate. The subsequent issuance of each series of PID Bonds is further subject to all of the following conditions:

(a) The City has evaluated and determined that there will not be substantial negative impact on the City's creditworthiness, bond rating, access to or cost of capital, or potential for liability.

(b) The City has determined that the PID Bonds assessment level, structure, terms, conditions and timing of the issuance of the PID Bonds are reasonable for the Authorized Improvements Cost to be financed and that there is sufficient security for the PID Bonds to be creditworthy.

(c) All costs incurred by the City that are associated with the administration of the PID shall be paid out of special assessment revenue levied against property within the PID. City administration costs shall include those associated with continuing disclosure, compliance with federal tax law, agent fees, staff time, regulatory reporting and legal and financial reporting requirements.

(d) The Service and Assessment Plan and the Assessment Ordinance levying assessments on all or any portion of the Property benefitted by Authorized Improvements provide for amounts sufficient to pay all costs related to such PID Bonds.

(e) The City has formed and utilized its own financing team including, but not limited to, bond counsel, financial advisor, Administrator, and underwriters related to the issuance of PID Bonds and bond financing proceedings.

(f) The City has chosen and utilized its own continuing disclosure consultant and arbitrage rebate consultant. Any and all costs incurred by these activities will be included in City administration costs recouped from special assessments. The continuing disclosure will be divided into City disclosure and Developer disclosure, and the City will not be responsible or liable for Developer disclosure and Developer will not be responsible or liable for City disclosure.

(g) The aggregate principal amount of PID Bonds issued and to be issued shall not exceed \$230,000,000.

(h) The PID Bonds shall be in an amount estimated to be sufficient to fund the Authorized Improvements or portions thereof for which such PID Bonds are being issued.

(i) Approval by the Texas Attorney General of the PID Bonds and registration of the PID Bonds by the Comptroller of Public Accounts of the State of Texas.

(j) Developer is current on all taxes, assessments, and fees to the City including without limitation payment of Assessments.

(k) Developer is not in default under this Agreement.

(l) No outstanding PID Bonds are in default and no reserve funds established for outstanding PID Bonds have been drawn upon that have not been replenished.

(m) The Administrator has certified that the specified portions of the Authorized Improvements Cost to be paid from the proceeds of the PID Bonds are eligible to be paid with the proceeds of such PID Bonds.

(n) The Authorized Improvements to be financed by the PID Bonds have been or will be constructed according to the approved Development Standards imposed by this Agreement including any applicable City Regulations not superseded by this Agreement.

(o) The City has determined that the amount of proposed PID assessments and the structure, terms, conditions and timing of the issuance of the PID Bonds are reasonable for the project costs to be financed and the degree of development activity within the PID, and that there is sufficient security for the PID Bonds to be creditworthy.

(p) The maximum maturity for PID Bonds shall not exceed 30 years from the date of delivery thereof.

(q) The PID Bonds meet all regulatory and legal requirements applicable to the issuance of the PID Bonds.

(r) Unless otherwise agreed by the City, the PID Bonds shall be sold and may be transferred or assigned only in compliance with applicable securities laws and in minimum denominations of \$25,000 or integral multiples of \$1,000 in excess thereof.

(s) Developer shall provide periodic information and notices of material events regarding Developer and Developer's development within the PID in accordance with Securities and Exchange Commission Rule 15c2-12 and any continuing disclosure agreements executed by Developer in connection with the issuance of PID Bonds.

(t) In the issuance of any Refunding Bonds, the amount of assessment necessary to pay the Refunding Bonds shall not exceed the amount of the assessments that were levied to pay the PID Bonds that are being refunded.

(u) Unless otherwise set forth in this section, a minimum value to lien ratio of 2:1 for PID Bonds; provided that any receivables due under any PID Reimbursement Agreement may be sold or assigned in accordance with this Agreement.

(v) The maximum PID equivalent tax rate shall be no greater than \$0.68 per \$100 of assessed value at the time of the levy of the Assessments on each PID phase based on the estimated build out value of each parcel.

(w) Developer and the City shall have entered into a PID Reimbursement Agreement that provides for Developer's construction of all of a portion of the Authorized Improvements and the City's reimbursement to Developer of certain Authorized Improvements.

4.2 Disclosure Information. Prior to the issuance of PID Bonds by the City, Developer shall provide all relevant information, including financial information that is reasonably necessary in order to provide potential bond investors with a true and accurate offering document for any PID Bonds. Developer shall, at the time of providing such information, agree, represent, and warrant that the information provided for inclusion in a disclosure document for an issue of PID Bonds does not, to Developer's actual knowledge, contain any untrue statement of a material fact or omit any statement of material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading, and Developer further shall provide a certification to such effect as of the date of the closing of any PID Bonds.

4.3 Qualified Tax-Exempt Status.

(a) Generally. In any calendar year in which PID Bonds are issued, Developer shall pay the City its actual additional costs ("Additional Costs") the City may incur in the issuance of its own public securities or obligations utilizing its own taxing power or municipal revenues (the "City Obligations"), as described in this section, if the City Obligations are deemed not to qualify for the designation of qualified tax-exempt obligations ("QTEO"), as defined in section 265(b)(3) of the Internal Revenue Code ("IRC") as amended, as a result of the issuance of PID Bonds by the City in any given year. The City shall deposit all funds for the payment of such Additional Costs received under this section into a segregated account of the City, and such funds shall remain separate and apart from all other funds and accounts of the City until December 31 of the calendar year in which the PID Bonds are issued, at which time the City is authorized to utilize such funds for any purpose permitted by law. On or before January 15th of the following calendar year, the final Additional Costs shall be calculated. By January 31st of such year, any funds in excess of the final Additional Costs that remain in such segregated account on December 31st of the preceding calendar year shall be refunded to Developers or owners (including the Owner, as applicable) and any deficiencies in the estimated Additional Costs paid to the City by any developer or owner (including the Owner, as applicable) shall be remitted to the City by the respective developer or owner (including the Owner, as applicable).

(b) Issuance of PID Bonds prior to City Obligations.

(1) In the event the City issues PID Bonds prior to the issuance of City Obligations, the City, with assistance from its financial advisor ("Financial Advisor"), shall

estimate the Additional Costs based on the market conditions as they exist approximately 30 days prior to the date of the pricing of the PID Bonds (the "Estimated Costs"). The Estimated Costs are an estimate of the increased cost to the City to issue its City Obligations as non-QTEO. Promptly following the determination of the Estimated Costs, the City shall provide a written invoice to Developer in an amount less than or equal to the Estimated Costs. Developer, in turn, shall remunerate to the City the amount shown on said invoice on or before the earlier of: (i) 15 business days after the date of said invoice, or (ii) 5 business days prior to pricing the PID Bonds. The City shall not be required to price or sell any series of PID Bonds until Developer has paid the invoice of Estimated Costs related to the PID Bonds then being issued.

(2) Upon the City's approval of the City Obligations, the Financial Advisor shall calculate the Additional Costs to the City of issuing its City Obligations as non-QTEO. The City will, within 5 business days of the issuance of the City Obligations, provide written notice to Developer of the amount of the Additional Costs. In the event the Additional Costs are less than the Estimated Costs, the City will refund to Developer the difference between the Additional Costs and the Estimated Costs within fifteen (15) business days of the date of the City's notice to Developer required under this paragraph. If the Additional Costs are more than the Estimated Costs, Developer will pay to the City the difference between the Additional Costs and the Estimated Costs within 15 business days of the date of the City's notice required under this paragraph. If Developer does not pay the City the difference between the Additional Costs and the Estimated Costs within 15 business days of the date of the City's notice required under this paragraph, Developer shall not be paid any reimbursement amounts under any PID Reimbursement Agreement(s) related to the Project until such payment of Additional Costs is made in full.

(c) Issuance of City Obligations prior to PID Bonds.

(1) In the event the City issues City Obligations prior to the issuance of PID Bonds, the City, with assistance from the Financial Advisor, shall calculate the Estimated Costs based on the market conditions as they exist 20 days prior to the date of the pricing of the City Obligations. Promptly following the determination of the Estimated Costs, the City shall provide a written invoice to Developer: (1) in an amount less than or equal to the Estimated Costs, and (2) that includes the pricing date for such City Obligations. Developer, in turn, shall remunerate to the City the amount shown on said invoice at least 15 days prior to the pricing date indicated on the invoice. If Developer fails to pay the Estimated Costs as required under this paragraph, the City, at its option, may elect to designate the City Obligations as QTEO, and the City shall not be required to issue any PID Bonds in such calendar year.

(2) Upon the City's approval of the City Obligations, the Financial Advisor shall calculate the Additional Costs to the City of issuing non-QTEO City Obligations. The City will, within 5 business days of the issuance of the City Obligations, provide written notice to Developer of the Additional Costs. In the event the Additional Costs are less than the Estimated Costs, the City will refund to Developer the difference between the Additional Costs and the Estimated Costs within 15 business days of the date of the City's notice to Developer. If the Additional Costs are more than the Estimated Costs, Developer will pay to the City the difference between the Additional Costs and the Estimated Costs within 15 business days of the date of the City's notice. If Developer does not pay to the City the difference between the Additional Costs

and the Estimated Costs as required under this paragraph, then Developer shall not be paid any reimbursement amounts under any PID Reimbursement Agreement(s) related to the Project until such payment of Additional Costs is made in full.

(d) To the extent any developer(s) or property owner(s) (including Developer, as applicable) has (have) paid Additional Costs for any particular calendar year, any such Additional Costs paid subsequently by a developer or property owner (including Developer, as applicable) to the City applicable to the same calendar year shall be reimbursed by the City to Developer(s) or property owner(s) (including Developer, as applicable) as necessary so as to put all developers and property owners (including Developer, if applicable) so paying for the same calendar year in the proportion set forth in subsection (e), below, said reimbursement to be made by the City within 15 business days after its receipt of such subsequent payments of such Additional Costs.

(e) The City shall charge Additional Costs attributable to any other developer or property owner on whose behalf the City has issued debt in the same manner as described in this section, and Developer shall only be liable for its portion of the Additional Costs under this provision, and if any Additional Costs in excess of Developer's portion has already been paid to the City under this provision, then such excess of Additional Costs shall be reimbursed to Developer. The portion owed by Developer shall be determined by dividing the total proceeds from any debt issued on behalf of Developer in such calendar year by the total proceeds from any debt issued by the City for the benefit of all developers (including Developer) in such calendar year.

4.4 Tax Certificate. If, in connection with the issuance of the PID Bonds, the City is required to deliver a certificate as to tax exemption (a "Tax Certificate") to satisfy requirements of the IRC, Developer shall provide, or cause to be provided, such facts and estimates as the City reasonably considers necessary to enable it to execute and deliver its Tax Certificate. Developer represents that such facts and estimates will be based on its reasonable expectations on the date of issuance of the PID Bonds and will be, to the best of the knowledge of the officers of Developer providing such facts and estimates, true, correct, and complete as of such date. To the extent that it exercises control or direction over the use or investment of the PID Bond Proceeds, including, but not limited to, the use of the Authorized Improvements, Developer further agrees that it will not knowingly make, or permit to be made, any use or investment of such funds that would cause any of the covenants or agreements of the City contained in a Tax Certificate to be violated or that would otherwise have an adverse effect on the tax-exempt status of the interest payable on the PID Bonds for federal income tax purposes.

SECTION 5

FRESH WATER SUPPLY DISTRICT

5.1 Disannexation. As of the Effective Date of this Agreement, the Property is located, in whole or in part, within ECFWSD No. 3. Upon the closing of each series of PID Bonds and the City's annexation of each phase or improvement area of the Property, Developer shall cause the annexed phase or improvement area of the Property to be disannexed from ECFWSD No. 3, at Developer's expense.

5.2 Dissolution. Upon the closing of the last series of PID Bonds for the Property, Developer shall cause the dissolution of ECFWSD No. 3, at Developer's expense.

SECTION 6 **AUTHORIZED IMPROVEMENTS**

6.1 Authorized Improvements. The Authorized Improvements and Authorized Improvements Cost are subject to change as may be agreed upon by Developer and the City and, if changed, shall be updated by Developer and the City consistent with the Service and Assessment Plan and the PID Act. All approved plats or construction plans within the Project shall include those Authorized Improvements located therein and the respective Authorized Improvements Cost shall be finalized at the time the applicable plat is approved by the City Council or other appropriate City commission. Developer shall include any updated Budgeted Cost(s) with each plat application, which shall be submitted to the City Council for consideration and approval concurrently with the submission of each plat. Upon approval by the City Council or other appropriate City commission of any such updated Budgeted Cost(s), this Agreement shall be deemed amended to include such approved updated Budgeted Cost(s) in Exhibit C. The Budgeted Cost, Authorized Improvements Cost, and the timetable for installation of the Authorized Improvements will be reviewed at least annually by the Parties in an annual update of the Service and Assessment Plan adopted and approved by the City.

6.2 Construction, Ownership, and Transfer of Authorized Improvements.

(a) Contract Specifications. Developer's engineers shall prepare, or cause the preparation of, and provide the City with contract specifications and necessary related documents for the Authorized Improvements.

(b) Construction Standards, Inspections and Fees. Except as otherwise expressly set forth in this Agreement, the Authorized Improvements and all other Public Infrastructure required for the development of the Property shall be constructed and inspected, and all applicable fees, including but not limited to Impact Fees (subject to the terms hereof and any applicable Impact Fee Credits), permit fees, and inspection fees, shall be paid by Developer, in accordance with this Agreement, the City Regulations, and any other governing body or entity with jurisdiction over the Authorized Improvements, except that in the event of a conflict, this Agreement shall control.

(c) Contract Letting. The Parties understand that construction of the Authorized Improvements to be funded through Assessments are legally exempt from competitive bidding requirements pursuant to the Texas Local Government Code. As of the Effective Date, the construction contracts for the construction of Authorized Improvements have not been awarded and contract prices have not yet been determined.

(d) Ownership. All the Authorized Improvements and Public Infrastructure shall be owned by the City upon acceptance of them by the City. Developer shall take any action reasonably required by the City to transfer, convey, or otherwise dedicate or ensure the dedication of land, right-of-way, or easements for the Authorized Improvements and Public Infrastructure to the City for public use. PID Bond Proceeds and/or the proceeds from PID Assessments will be

used in part to reimburse Developer for Authorized Improvements Cost related to the Authorized Improvements and, in the event PID Bond Proceeds and/or proceeds from PID Assessments are not available at the time that all or a portion of the Authorized Improvements are substantially complete and the City is ready to accept said Authorized Improvements or portion thereof, PID Bond Proceeds and/or proceeds from PID Assessments, once available, will be used to reimburse Developer in accordance with this Agreement and as otherwise agreed to by the Parties for said Authorized Improvements Cost following acceptance by the City.

6.3 Operation and Maintenance.

(a) Upon inspection, approval, and acceptance of the water and sewer Authorized Improvements or any portion thereof, the City shall maintain and operate the water and sewer Authorized Improvements and provide retail water and sewer service to the Property.

(b) Upon final inspection, approval, and acceptance of the roadway Authorized Improvements required under this Agreement or any portion thereof, the City shall maintain and operate the public roadways and related trails and sidewalks (which includes the Community Trails), and drainage improvements.

(c) The HOA shall maintain and operate any open spaces, trails and sidewalks located on HOA lots, amenity centers, common areas, landscaping, screening walls, development signage, landscape and irrigation improvements within median(s) and parkways along collector roads (including general mowing maintenance), and any other common improvements or appurtenances within the Property that are not maintained or operated by the City, including without limitation such facilities financed by the PID (the "HOA Maintained Improvements"). If the HOA Maintained Improvements qualify for reimbursement through the PID, the City agrees to enter into a qualified maintenance agreement with the HOA for the maintenance of the HOA Maintained Improvements that are dedicated to the City and reimbursable through the PID.

6.4 Water Facilities.

(a) Developer's General Obligations. Developer is responsible for the design, installation, and construction of all water improvements necessary to serve the Property ("Water Improvements"). Developer shall be responsible for the dedication of any easements lying within the Property necessary for Water Improvements (the size and extent of each such easement or other property interest to be reasonably approved by the City). The costs of dedicating such easements or land required for any Water Improvements may be included in the applicable Authorized Improvement Costs to be reimbursed to Developer through the PID. If Developer cannot obtain easements necessary for the Water Improvements, the District may use its eminent domain authority to obtain such easements. The District will then convey such easements or land to the City, the cost of which shall be reimbursed to Developer through the PID.

(b) Water Study. The improvements identified in the water analysis completed by the City in May 2021 (the "Water Study"), including an elevated storage tank and a 16-inch transmission line, shall be included in the Water Improvements. The Water Study and the Water Improvements identified therein are sufficient to serve the residential lots and the common areas and open spaces as shown on the Concept Plan and contemplated in this Agreement. Developer's

phasing of the Water Improvements shall generally accord with the initial, interim, and buildout scenarios as outlined in the Water Study.

(c) Timing of Developer's Obligations. Except as otherwise provided herein, Developer shall complete in a good and workmanlike manner all Water Improvements necessary to serve each phase of the Project prior to the recordation of the plat covering such phase. The Parties acknowledge that the Property may be developed in phases, and the plats to be submitted to the City for approval may likewise be phased. If deemed necessary, Developer may submit a replat or amending plat for all or any portions of the Property in accordance with applicable law.

6.5 Wastewater Facilities.

(a) Developer's General Obligations. Developer is responsible for the design, installation, and construction of the wastewater improvements necessary to serve the Property (the "Wastewater Improvements"). Developer shall be responsible for the dedication of any easements lying within the Property necessary for Wastewater Improvements (the size and extent of each such easement or other property interest to be reasonably approved by the City) for all development. The costs of obtaining such easements or any land necessary for the Wastewater Improvements may be included in the applicable Authorized Improvement Costs to be reimbursed to Developer through the PID. If Developer cannot obtain easements necessary for the Wastewater Improvements, the District may use its eminent domain authority to obtain such easements. The District will then convey such easements or land to the City, the cost of which shall be reimbursed to Developer through the PID.

(b) Timing of Developer's Obligations. Except as otherwise provided herein, Developer shall complete in a good and workmanlike manner all Wastewater Improvements necessary to serve each phase of the Project prior to the recordation of the plat covering such phase. The Parties acknowledge that the Property may be developed in phases, and the plats to be submitted to the City for approval may likewise be phased. If deemed necessary, Developer may submit a replat or amending plat for all or any portions of the Property in accordance with applicable law.

(c) Lift Station. Developer is responsible for the construction of any lift stations to serve the Project (the "Lift Stations"). The Lift Stations may be constructed in phases or as required in accordance with any wastewater flow projections for the Property. The City will cooperate with Developer on the alignment of any force main extensions from the Lift Stations to the WWTP, and the City hereby consents to the use of existing City rights-of-way for such alignment. Wastewater flow pumped from the Lift Stations will be collected and treated by the City at the WWTP. If additional treatment capacity at the WWTP is subsequently determined to be required to serve the Project, the City is responsible for any necessary upgrades to the WWTP or updates to its existing discharge permits to accept, treat, and discharge the wastewater flow from the Lift Stations on the Property.

6.6 Water and Wastewater Services. Upon acceptance by the City of all or any the water and wastewater facilities described herein, the City shall operate or cause to be operated said water and wastewater facilities serving the Project and use them to provide service to all customers within the Project at the same rates as similar projects located within the City as otherwise required

by State law. Upon acceptance by the City, the City shall maintain said water and wastewater facilities, or cause the same to be maintained, in good condition and working order in compliance with all applicable laws and ordinances and all applicable regulations, rules, policies, standards, and orders of any governmental entity with jurisdiction over same.

6.7 Roadway Facilities and Drainage Improvements.

(a) Developer's General Obligations. Developer is responsible for the design, installation, and construction of all roadway facilities required to serve the Property, including the major roadways shown on the Concept Plan attached hereto as **Exhibit B** (the "Roadway Improvements"). The design of all Roadway Improvements shall be approved by the City in advance of the construction of same and shall be consistent with the transportation impact analysis ("TIA") completed in June 2021. Street stubs shall provide for the logical extension of Roadway Improvements into adjacent properties, and as generally depicted on the Concept Plan. Additional connection points to adjacent properties may be evaluated at time of final design for phases with shared property line(s). The costs of obtaining such easements or any land necessary for the Roadway Improvements may be included in the applicable Authorized Improvement Costs to be reimbursed to Developer through the PID. If Developer cannot obtain easements necessary for the Roadway Improvements, the District may use its eminent domain authority to obtain such easements. The District will then convey such easements or land to the City, the cost of which shall be reimbursed to Developer through the PID.

(b) Timing of General Obligations. Prior to the recordation of any plat for any phase of the Project, Developer shall complete, in a good and workmanlike manner, construction of all Roadway Improvements necessary to serve such phase in accordance with construction plans approved by the City. Thereafter, the Roadway Improvements shall be conveyed to the City for ownership and maintenance. The Parties acknowledge that the Property may be developed in phases, and the plats to be submitted to the City for approval may likewise be phased. If deemed necessary, Developer may submit a replat or amending plat for all or any portions of the Property in accordance with applicable law.

(c) Drainage/Detention Infrastructure. Developer shall have full responsibility for designing, installing, and constructing the drainage/detention infrastructure ("Drainage Improvements") that will serve the Property and the cost thereof. Prior to the recordation of the plat for any phase of development, Developer shall complete in a good and workmanlike manner construction of the Drainage Improvements necessary to serve such phase. Upon inspection, approval and acceptance, City shall maintain and operate the Drainage Improvements for the Property, except detention ponds located on HOA lots, which shall be maintained by the HOA. The costs of obtaining such easements or any land necessary for the Drainage Improvements may be included in the applicable Authorized Improvement Costs to be reimbursed to Developer through the PID.

6.8 Screening and Landscaping. A minimum 6-foot masonry screening and 10-foot-wide landscape buffer shall be provided between residential lots and the following: (i) any commercial areas within the community (where responsibility of construction will be the party first to develop, if even required based on whether it's a shared property line or already buffered by street right-of-way), and (ii) any right-of-way greater than eighty feet (80') in width.

Alternative screening methods to masonry screening walls may be proposed at time of final design that provides visual screening benefits along major arterial and major collector roads.

6.9 Haven Park. On or before the earlier of: (i) the recordation of a plat for Phase 3 of the Project, or (ii) the recordation of a plat containing the nine hundredth (900th) single family residential lot within the Project, Developer shall dedicate approximately 120 acres of land to the City for use as a public park ("Haven Park") as shown on the Concept Plan. Haven Park shall be improved by Developer with the amenities shown on the Haven Park Plan attached hereto as Exhibit F (the "Haven Park Improvements"). The Haven Park Improvements shall be completed prior to Developer's completion of the development for the phase in which Haven Park is dedicated to the City. Upon such dedication, the City shall own and main Haven Park and the Haven Park Improvements. The Haven Park Improvements and any land provided for the Haven Park Improvements may be considered Authorized Improvements pursuant to the PID Act.

SECTION 7

PAYMENT AND REIMBURSEMENT OF AUTHORIZED IMPROVEMENTS

7.1 Authorized Improvements.

(a) Improvement Account of the Project Fund. The IAPF shall be administered and controlled by the City, or the trustee bank for the PID Bonds, and funds in the IAPF shall be deposited and disbursed in accordance with the terms of the Indenture.

(b) Timing of Expenditures and Reimbursements. Developer shall finance and undertake construction of the Authorized Improvements in accordance with this Agreement, the SAP, or otherwise in conjunction with the construction of the Project prior to seeking reimbursement from the IAPF. Although the terms by which Developer will be entitled to reimbursement from the IAPF shall be detailed in one or more PID Reimbursement Agreement(s), Developer will generally be entitled to the maximum available funds within the IAPF up to the Authorized Improvements Cost, plus interest, following the City's acceptance of the Authorized Improvements.

(c) Cost Overrun. Should the Authorized Improvements Cost exceed the maximum PID Bond Proceeds deposited in the IAPF ("Cost Overrun"), Developer shall be solely responsible to fund such part of the Cost Overrun, subject to the cost-underrun in subsection (d) below.

(d) Cost Underrun. Upon the final acceptance by City of an Authorized Improvement and payment of all outstanding invoices for such Authorized Improvement, if the Authorized Improvement Cost is less than the Budgeted Cost (a "Cost Underrun"), any remaining funds in the Improvement Account of the Project Fund will be available to pay the cost of any other Authorized Improvement. The City shall promptly confirm to the Trustee that such remaining amounts are available to pay such costs, and the City, with input from Developer, will decide how to use such moneys to secure the payment and performance of the work for other Authorized Improvements, if available. If a Cost Underrun exists after payment of all costs for all Authorized Improvements contemplated in the applicable Indenture, such unused funds will be used to pay Assessments on the Property.

(e) Infrastructure Oversizing. Developer shall not be required to construct or fund any Public Infrastructure so that it is oversized to provide a benefit to land outside the Property (“Oversized Public Infrastructure”) unless, by the commencement of construction, the City has made arrangements with and acceptable to Developer in Developer’s sole discretion to finance the City’s portion of the costs of construction attributable to the oversizing requested by the City from Impact Fee Credits or sources other than PID Bond Proceeds or Assessments. In the event Developer constructs or causes the construction of any Oversized Public Infrastructure on behalf of the City, the City shall be solely responsible for all costs attributable to oversized portions of the Oversized Public Infrastructure and the PID Bond Proceeds or Assessments shall not be utilized for financing the costs of Oversized Public Infrastructure.

(f) Reimbursement of Authorized Improvements Cost. The Parties shall, contemporaneously with the creation of the PID on the Property, enter into a PID Reimbursement Agreement (or similar agreement) to provide for reimbursement to Developer for Authorized Improvements Costs from the PID Bond Proceeds or Assessments levied therefor.

7.2 City Participation.

(a) Impact Fees. For the duration of this Agreement, Impact Fees shall be assessed at the rates established and put into place by the City at the time of plat of the relevant portion of the Property. The City acknowledges that it cannot assess roadway Impact Fees on properties within its ETJ, including the Property, and that regardless of annexation status of all or any portion of the Property pursuant to this Agreement, the City shall not assess roadway impact fees against the Property.

(b) Impact Fee Credits. The City acknowledges that Developer is providing certain Capital Improvements to the City at Developer’s expense, including all water and wastewater facilities necessary to serve the Property and any Oversized Public Infrastructure constructed on behalf of the City. In exchange for the Capital Improvements made or constructed by Developer, or caused to be constructed by Developer, Developer shall receive Impact Fee Credits for all eligible costs and contributions as provided in Chapter 395. The Impact Fee Credits shall be credited to Developer by the City immediately upon Developer’s completion of such Capital Improvements and shall be credited without reduction or setoff of any kind. Developer shall not be required to remit the amount of Impact Fees to the City and receive reimbursement; rather, the Impact Fee Credit shall be booked by the City such that no funds representing Impact Fees need change hands.

(c) Parkland Dedication and Development Fee Credit. In exchange for the dedication of Haven Park as set forth in this Agreement, Developer shall be deemed to have satisfied all applicable parkland dedication requirements or fees required in lieu thereof, as well as any park development fees or park impact fees that may now or hereinafter be enacted by the City, including any related community development fee or similar fee, by whatever name, enacted by the City now or in the future. Prior to Developer’s dedication of Haven Park, the City shall collect park fees from the Property in amounts equal to the park fees for other development within the City and hold such park fees in escrow in a segregated account (the “Haven Park Fees Account”). Upon Developer’s dedication of Haven Park to the City, the City shall release all collected park

fees from the Haven Park Fees Account to Developer, and thereafter, the City shall not collect or assess park fees for any portion of the Property.

7.3 Payee Information. With respect to any and every type of payment/remittance due to be paid at any time by the City to Developer after the Effective Date under this Agreement, the name and delivery address of the payee for such payment shall be:

GRBK Edgewood LLC
5501 Headquarters Drive, Suite 300W
Plano, Texas 75024

Developer may change the name of the payee and/or address set forth above by delivering written notice to the City designating a new payee and/or address or through an assignment of Developer's rights hereunder.

SECTION 8 **ANNEXATION AND ZONING MATTERS**

8.1 Disannexation of Incorporated Land. Within 30 days following the Effective Date, the City shall disannex the Incorporated Land from the city limits. Upon disannexation of the Incorporated Land, this Agreement shall automatically extend to cover and apply to such disannexed land as if such land were located within the ETJ upon the Effective Date.

8.2 Annexation into City. Prior to the closing of each series of PID Bonds by the City, Developer shall submit to the City a petition for annexation in compliance with Chapter 43, Texas Local Government Code, covering those phases or improvement areas (and only those phases or improvement areas) of the Property for the applicable series of PID Bonds, and the City shall have the right to annex such phase or improvement area of the Property only upon and concurrent with the closing of the applicable series of PID Bonds. If the City fails or refuses to issue PID Bonds within 180 days of a request for the same by Developer, then the applicable phase or improvement area of the Property may not be annexed and shall remain located in ECFWSD 3 for development and financing purposes. Upon (and only upon) the issuance of PID Bonds for a phase or improvement area, the City shall take all steps necessary to complete the annexation of such phase or improvement area substantially contemporaneously with the closing of the applicable series of PID Bonds and immediately prior to the ordinance adopting the PD Zoning. Notwithstanding the foregoing, annexation of the Property shall not be requested for greater than seven (7) phases or improvement areas. Upon the annexation of each phase or improvement area of the Property, the City shall be the sole service provider of water, sewer, police, fire, ambulance, and solid waste collection services to such annexed Property or portion thereof. If any portion of the Property is not annexed and remains in the ETJ, the City shall have the ongoing obligation to provide water and wastewater service to the Property.

8.3 Zoning. At the time of adoption of an ordinance approving the annexation of a portion of the Property, the City Council shall, on its own initiative and at no cost to Developer, consider the establishment of a planned development zoning district on each portion of the Property consistent with the Development Standards, the Concept Plan, and applicable provisions of this Agreement (collectively, the "PD Zoning"). Through this Agreement, Developer expressly

consents the PD Zoning of the Property and of each portion thereof. Such approved PD Zoning shall be inclusive of any variances from or exceptions to the City Regulations. Developer shall not be required to submit a formal zoning application (including any supporting documentation and application fees) in order for the City to proceed with zoning the Property as contemplated by this Agreement. Any such zoning shall otherwise be in accordance with all procedures set forth in the applicable City Regulations. Should the City fail to approve the PD Zoning, or approve zoning on any portion of the Property that is in any way more restrictive than the PD Zoning without Developer consent, this Agreement shall control.

SECTION 9

ADDITIONAL OBLIGATIONS AND AGREEMENTS

9.1 Administration of Construction of Public Infrastructure. Subject to the terms of this Agreement, Developer shall be solely responsible for the construction of all Public Infrastructure. The on-site Public Infrastructure and all other related improvements will be considered a City project and the City will own all such Public Infrastructure upon completion and acceptance. The ownership of off-site Public Infrastructure will be subject to the applicable authority governing existing rights-of-way and/or easements, unless subject to a separate interlocal agreement or other form agreement that otherwise specifies.

9.2 Mandatory Homeowners Association. Developer will, in a manner acceptable to the City, create the HOA, which shall be mandatory and shall levy and collect from homeowners annual fees in an amount calculated to maintain the HOA owned improvements within the Project. Common areas, including, but not limited to, all landscaped entrances to the Project and right-of-way landscaping and signage, shall be maintained solely by the HOA. Maintenance of public rights-of-way, landscaping, and signage by the HOA shall comply with City Regulations.

9.3 Conflicts. In the event of any direct conflict between this Agreement and any other ordinance, rule, regulation, standard, policy, order, guideline, or other City adopted or City enforced requirement, whether existing on the Effective Date or thereafter adopted, this Agreement, including its exhibits, as applicable, shall control. In the event of a conflict between the Concept Plan and the Development Standards, the Development Standards shall control to the extent of the conflict.

9.4 Public Infrastructure, Generally. Except as otherwise expressly provided for in this Agreement, Developer shall provide all Public Infrastructure necessary to serve the Project, including streets, utilities, drainage, sidewalks, trails, street lighting, street signage, and all other required improvements, at no cost to the City except as expressly provided in this Agreement or the PID Reimbursement Agreement, and as approved by the City's engineer or his or her agent. Developer shall cause the installation of the Public Infrastructure within all applicable time frames in accordance with the City Regulations unless otherwise established in this Agreement. Developer shall provide engineering studies, plan/profile sheets, and other construction documents at the time of platting as required by City Regulations. Such plans shall be approved by the City's engineer or his or her agent prior to approval of a plat. Construction of any portion of the Public Infrastructure shall not be initiated until a pre-construction conference with a City representative has been held regarding the proposed construction and the City has issued a written notice to proceed. No plat may be recorded in the Real Property Records until construction of all Public

Infrastructure shown thereon shall have been constructed, and thereafter inspected, approved, and accepted by the City.

9.5 Maintenance Bonds. For each construction contract for any part of the Public Infrastructure for which the City will be responsible for the future maintenance, Developer, or Developer's contractor, must execute a maintenance bond in accordance with applicable City Regulations that guarantees the costs of any repairs that may become necessary to any part of the construction work performed in connection with the Public Infrastructure, arising from defective workmanship or materials used therein, for a full period of two (2) years from the date of final acceptance of the Public Infrastructure constructed under such contract.

9.6 Inspections, Acceptance of Public Infrastructure, and Developer's Remedy.

(a) Inspections, Generally. The City shall have the right to inspect, at any time, the construction of all Public Infrastructure necessary to support the Project, including water, wastewater/sanitary sewer, drainage, roads, streets, alleys, public park facilities, electrical, and streetlights and signs. The City's inspections and/or approvals shall not release Developer from its responsibility to construct, or cause the construction of, adequate Authorized Improvements and Public Infrastructure in accordance with approved engineering plans, construction plans, and other approved plans related to development of the Property. Notwithstanding any provision of this Agreement, it shall not be a breach or violation of the Agreement if the City withholds building permits, certificates of occupancy or City utility services as to any portion of the Project until Developer has met its obligations to provide for required Public Infrastructure necessary to serve such portion according to the approved engineering plans and City Regulations and until such Public Infrastructure has been dedicated to and accepted by the City. Acceptance by the City shall not be unreasonably withheld, conditioned, or delayed.

(b) Acceptance; Ownership. From and after the inspection and acceptance by the City of the Public Infrastructure and any other dedications required under this Agreement, such improvements and dedications shall be owned by the City. Acceptance of Public Infrastructure by the City shall be evidenced in a writing issued by the City Manager or his designee.

(c) Approval of Plats/Plans. Approval by the City, the City's engineer, or other City employee or representative, of any plans, designs, or specifications submitted by Developer pursuant to this Agreement or pursuant to applicable City Regulations shall not constitute or be deemed to be a release of the responsibility and liability of Developer, his engineer, employees, officers, or agents for the accuracy and competency of their design and specifications. Further, any such approvals shall not be deemed to be an assumption of such responsibility and liability by the City for any defect in the design and specifications prepared by Developer or Developer's engineer, or engineer's officers, agents, servants or employees, it being the intent of the parties that approval by the City's engineer signifies the City's approval on only the general design concept of the improvements to be constructed. In accordance with Chapter 245, all development related permits issued for the Project, including each plat, shall remain valid for two years from date of approval and shall not thereafter expire so long as progress has been made toward completion of the Project. Upon recordation of the plat for the Project, the Project shall not expire for the duration of this Agreement, provided that Developer shall be required to finalize

improvements in each phase of the Development in accordance with subdivision ordinance adopted by the City.

9.7 Insurance. Developer or its contractor(s) shall acquire and maintain, during the period of time when any of the Public Infrastructure is under construction (and until the full and final completion of the Public Infrastructure and acceptance thereof by the City): (a) workers compensation insurance in the amount required by law; and (b) commercial general liability insurance including personal injury liability, premises operations liability, and contractual liability, covering, but not limited to, the liability assumed under any indemnification provisions of this Agreement, with limits of liability for bodily injury, death and property damage of not less than \$1,000,000.00. Such insurance shall also cover all claims that might arise out of the Public Infrastructure construction contracts, whether by Developer, a contractor, subcontractor, material man, or otherwise. Coverage must be on a "per occurrence" basis. All such insurance shall: (i) be issued by a carrier which is rated "A-1" or better by A.M. Best's Key Rating Guide and licensed to do business in the State of Texas; and (ii) name the City as an additional insured and contain a waiver of subrogation endorsement in favor of the City. Upon the execution of Public Infrastructure construction contracts, Developer shall provide to the City certificates of insurance evidencing such insurance coverage together with the declaration of such policies, along with the endorsement naming the City as an additional insured. Each such policy shall provide that, at least 30 days prior to the cancellation, non-renewal or modification of the same, the City shall receive written notice of such cancellation, non-renewal or modification.

9.8 INDEMNIFICATION AND HOLD HARMLESS. *Developer, including its respective successors and assigns, hereby covenant and agree to release, defend, hold harmless, and indemnify the City and its officers, agents, representatives, servants and employees (collectively, the "Released Parties"), from and against all third-party claims, suits, judgments, damages, and demands (together, "Claims") against the City or any of the Released Parties, whether real or asserted including reasonable attorney's fees, related expenses, expert witness fees, consultant fees, and other costs, arising out of the negligence or other wrongful conduct of Developer, including the negligence of its respective employees, contractors, subcontractors, material men, and/or agents, in connection with the design or construction of any public infrastructure that are required or permitted under this agreement. **Developer shall not, however, be required to indemnify the City against claims caused by the City's concurrent, contributory, or sole negligence, gross negligence or willful misconduct.** If the City incurs claims that are caused by the concurrent negligence of Developer and the City, Developer's indemnity obligation will be limited to a fraction of the total claims equivalent to Developer's own percentage of responsibility.*

9.9 Status of Parties. At no time shall the City have any control over or charge of Developer's design, construction or installation of any of the Public Infrastructure, nor the means, methods, techniques, sequences or procedures utilized for said design, construction or installation. This Agreement does not create a joint enterprise or venture or employment relationship between the City and Developer.

9.10 Eminent Domain. Developer shall use commercially reasonable efforts to obtain all third-party rights-of-way or easements, if any, required for the Project. If, however, Developer is unable to obtain such third-party rights-of-way, consents, or easements, Developer may secure

the same through the use of the District's power of eminent domain. All Eminent Domain Fees paid by Developer shall be considered Authorized Improvement Costs to the extent permitted by law.

9.11 Vested Rights. This Agreement shall constitute a "permit" (as defined in Chapter 245) that is deemed filed with the City on the Effective Date.

9.12 School Sites.

(a) First School Site. As generally depicted on the Concept Plan, Developer shall reserve approximately fifteen (15) acres of land within the Property that may be donated to the Waxahachie Independent School District (the "ISD") for use by the ISD as an elementary school site (the "First School Site"). Developer shall coordinate annually with the ISD superintendent's office as development of the Project progress. Developer shall donate the First School Site to the ISD within thirty (30) days of the ISD's approval of a bond issuance that includes the design and construction of an elementary school on the First School Site. If an approved ISD bond issuance does not occur prior to the date on which the City approves a plat containing the two thousandth (2,000th) single family residential lot for the Project, the First School Site will not be donated to the ISD, and Developer may utilize the First School Site for development of single-family lots, subject to the lot mix and maximum lot restrictions set forth in the Development Standards, or in any other manner allowed by law. Donation of the First School Site will require the ISD to complete construction of the elementary school within five (5) years from that date of such donation, and if not timely completed, the ISD shall be required to purchase the First School Site at then current market value; provided, however, that if a building permit for residential construction has not been issued for the Project for a period of six (6) consecutive months during the period that is after donation but before the completion of the elementary school on the First School Site, then the deadline for the ISD to complete the elementary school shall be tolled until the next building permit is issued. Failure by the ISD to issue the ISD bonds required by this Section or failure by the ISD to accept the First School Site or the City Flex Site (defined below) shall not constitute an Event of Default by Developer under this Agreement.

(b) Second School Site; City Flex Site. As generally depicted on the Concept Plan, Developer shall reserve an additional fifteen (15) acres, more or less, of land within the Property that may be purchased by the ISD for use by the ISD as a second elementary school site (the "Second School Site"). Developer shall reserve the Second School Site until the later of: (i) the date Developer makes plat application for the phase of development that includes the Second School Site, or (ii) 5 years from the Effective Date (the "Reserve Period"). If: (A) the ISD does not provide written notice to Developer of the ISD's intent to purchase the Second School Site prior to the expiration of the Reserve Period, or (B) the ISD provides written notice to Developer prior to expiration of the Reserve Period that it does not intend to purchase the Second School Site, then (C) upon City request within thirty (30) days of Developer recording a plat containing the Second School Site, Developer shall dedicate a minimum of ten (10) acres of the Second School Site to the City (the "City Flex Site"). Within thirty (30) months following the dedication of the City Flex Site, the City shall, at the City's expense, improve the same as flexible sports fields or other civic uses (e.g., municipal buildings, police, fire, etc.). Thereafter, the City shall own and maintain the City Flex Site and the improvements thereon. The remaining portion of the Second School Site that is not donated to the City (the "Developer Remainder Site") shall be retained by

Developer and may be developed as single-family lots, subject to the lot mix and maximum lot restrictions set forth in the Development Standards, or in any other manner allowed by law. Failure by the ISD to provide notice or accept the Second School Site or the City Flex Site shall not constitute an Event of Default by Developer under this Agreement.

9.13 Town Center Plan. The Project shall include approximately six (6) acres of neighborhood services use as generally shown on the Town Center Plan attached hereto as Exhibit G and as further described in the Development Standards. The Town Center Plan illustrates the intended development layout for the retail uses within the Property but has not been engineered and does not represent the final design.

9.14 Amenity Centers. Developer will (or will cause) the design, construction, maintenance, and operation of the following two (2) Amenity Centers (hereinafter defined) in the Project:

(a) Developer shall construct a primary amenity center on a minimum four (4) acres within the Project as shown on the Concept Plan ("Primary Amenity Center") prior to the recording of a plat for Phase 2 of the project. The Primary Amenity Center shall contain the following minimum elements: clubhouse (air-conditioned), minimum 3,000 square foot swimming pool, recreational fire feature, sport court, grilling station with dining area, shade structure, and playground.

(b) Developer shall construct a secondary amenity center on a minimum two (2) acres within the Project as shown on the Concept Plan ("Secondary Amenity Center" and together with the Primary Amenity Center, the "Amenity Centers") prior to the recording of a plat for Phase 7 of the project. The Secondary Amenity Center shall contain the following minimum elements: open-air cabana, minimum 1,500 square foot swimming pool or splash pad with bathrooms, shade structure, and playground.

(c) The Amenity Centers shall be owned and maintained by the HOA.

9.15 Community Amenities. Developer will (or will cause) the design, construction, maintenance, and operation of certain community amenities in the Project. Developer shall construct a minimum of one (1) primary amenity and two (2) secondary amenities within the open spaces of the Project. A primary amenity shall consist of the following: (i) playground; (ii) shade structure; (iii) sports court, or (iv) any other primary amenity mutually agreed to by the parties. A secondary amenity shall consist of the following: (i) seating (benches or other seating types); (ii) open play field area; (iii) sidewalks/ trails, or (iv) any other secondary amenity mutually agreed to by the parties (all primary and secondary amenities collectively, the "Community Amenities"). The Community Amenities shall be owned and maintained by the HOA.

9.16 Trails. Developer shall construct a network of trails within the Project utilizing a combination of standard on-street sidewalks, 6- to 8-foot-wide paved trails, and unpaved nature walk, and bike trails (the "Community Trails") as generally depicted on the Trail Connectivity Plan attached hereto as Exhibit E. The Community Trails shall include periodic rest areas which may include seating, lighting, shade structures, and trash receptacles. The Community Trails shall

be included as Authorized Improvements and shall be owned and maintained by the City unless otherwise agreed that the HOA will maintain subject to Section 6.3 of this Agreement.

9.17 Hunter Pass. During the development of the Project, Developer shall use commercially reasonable efforts to prevent construction traffic from utilizing Hunter Pass to access the Property.

SECTION 10 **EVENTS OF DEFAULT; REMEDIES**

10.1 Events of Default. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given in writing (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time to be determined based on the nature of the alleged failure, but in no event more than thirty (30) days (or any longer time period to the extent expressly stated in this Agreement as relates to a specific failure to perform) after written notice of the alleged failure has been given. Notwithstanding the foregoing, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured. Notwithstanding the foregoing, however, a Party shall be in default of its obligation to make any payment required under this Agreement if such payment is not made within twenty (20) business days after it is due.

10.2 Remedies. If a Party is in default, the aggrieved Party may, at its option and without prejudice to any other right or remedy under this Agreement, seek any relief available at law or in equity, including, but not limited to, an action under the Uniform Declaratory Judgment Act, specific performance, mandamus, and injunctive relief.

SECTION 11 **ASSIGNMENT; ENCUMBRANCE**

11.1 Assignment by Developer to Successors.

(a) Developer has the right (from time to time without the consent of the City, but upon prior written notice to the City) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of Developer under this Agreement, to any person or entity (an "Developer Assignee") that (i) is or will become an owner of any portion of the Property, (ii) is controlled by or under common control by Developer and becomes an owner of any portion of the Property, or (iii) is a land bank entity or other entity that facilitates the acquisition, development, or disposition of the Property, provided that Developer is not in breach of this Agreement at the time of such assignment. A Developer Assignee is considered the "Developer" and a "Party," under this Agreement for purposes of the obligations, rights, title, and interest assigned to Developer Assignee. Notice of each proposed assignment to a Developer Assignee shall be provided to the City at least fifteen (15) days prior to the effective date of the assignment, which notice shall include a copy of the proposed assignment document together with the name, address, telephone number, and e-mail address (if available) of a contact person representing Developer Assignee.

(b) Each assignment shall be in writing executed by Developer and Developer Assignee and shall obligate Developer Assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned. A copy of each fully executed assignment to a Developer Assignee shall be provided to all Parties within fifteen (15) days after execution. From and after such assignment, the City shall look solely to Developer Assignee for the performance of all obligations assigned to Developer Assignee and agrees that Developer shall be released from subsequently performing the assigned obligations and from any liability that results from Developer Assignee's failure to perform the assigned obligations; provided, however, if a copy of the assignment is not received by the City within 15 days after execution, Developer shall not be released until the City receives such copy of the assignment.

(c) No assignment by Developer shall release Developer from any liability that resulted from an act or omission by Developer that occurred prior to the effective date of the assignment unless the City approves the release in writing.

(d) Developer shall maintain written records of all assignments made to Developer Assignees, including a copy of each executed assignment and Developer Assignee's Notice information as required by this Agreement, and, upon written request from another Party, shall provide a copy of such records to the requesting person or entity.

11.2 Collateral Assignments. Developer and Developer Assignees have the right, from time to time, to collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of their respective rights, title, or interest under this Agreement for the benefit of their respective lenders without the consent of, but with prompt written Notice to, the City. The collateral assignment, pledge, grant of lien or security interest, or other encumbrance shall not, however, obligate any lender to perform any obligations or incur any liability under this Agreement unless the lender agrees in writing to perform such obligations or incur such liability. Provided the City has been given a copy of the documents creating the lender's interest, including Notice (hereinafter defined) information for the lender, then that lender shall have the right, but not the obligation, to cure any default under this Agreement and shall be given a reasonable time to do so in addition to the cure periods otherwise provided to the defaulting Party by this Agreement; and the City shall accept a cure offered by the lender as if offered by the defaulting Party. A lender is not a Party to this Agreement unless this Agreement is amended, with the consent of the lender, to add the lender as a Party. Notwithstanding the foregoing, however, this Agreement shall continue to bind the Property and shall survive any transfer, conveyance, or assignment occasioned by the exercise of foreclosure or other rights by a lender, whether judicial or non-judicial. Any purchaser from or successor owner through a lender of any portion of the Property shall be bound by this Agreement and shall not be entitled to the rights and benefits of this Agreement with respect to the acquired portion of the Property until all defaults under this Agreement with respect to the acquired portion of the Property have been cured.

11.3 Transfer of Warranties. Any Authorized Improvements that are transferred to the City or Princeton shall be accompanied by all applicable third-party bonds and warranties related to construction and maintenance of such Authorized Improvements.

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11.4 Assignees as Parties. An assignee authorized in accordance with this Agreement, and for which notice of assignment has been provided in accordance with this Agreement, shall be considered a “Party” for the purposes of this Agreement. Except for the End-Buyer of a lot within the Property, any person or entity upon becoming an owner of land or upon obtaining an ownership interest in any part of the Property shall be deemed to be a “Developer” and have all of the obligations of Developer as set forth in this Agreement and all related documents to the extent of said ownership or ownership interest.

11.5 No Third-Party Beneficiaries. This Agreement only inures to the benefit of, and may only be enforced by, the Parties. No other person or entity shall have any right, title, or interest under this Agreement or otherwise be deemed to be a third-party beneficiary of this Agreement.

SECTION 12 **RECORDATION AND ESTOPPEL CERTIFICATES**

12.1 Binding Obligations. This Agreement and all amendments thereto and assignments hereof shall be recorded in the Real Property Records. This Agreement binds and constitutes a covenant running with the Property and, upon the Effective Date, is binding upon Developer and the City, and forms a part of any other requirements for development within the Property. This Agreement, when recorded, shall be binding upon the Parties and their successors and assigns as permitted by this Agreement and upon the Property.

12.2 Estoppel Certificates. From time to time, upon written request of Developer or any future owner, and upon the payment to the City of a \$100.00 fee plus all reasonable costs incurred by the City in providing the certificate described in this section, the City Manager, or his/her designee will, in his/her official capacity and to his/her reasonable knowledge and belief, execute a written estoppel certificate identifying any obligations of an owner under this Agreement that are in default.

SECTION 13 **GENERAL PROVISIONS**

13.1 Term. Unless otherwise extended by mutual agreement of the Parties, the term of this Agreement shall be thirty (30) years after the Effective Date (the “Original Term”). Upon expiration of the Original Term, the City shall have no obligations under this Agreement except for maintaining and operating the PID in accordance with the SAP and the Indenture.

13.2 Recitals. The recitals contained in this Agreement: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Agreement; (c) reflect the final intent of the Parties regarding the subject matter of this Agreement; and (d) are fully incorporated into this Agreement for all purposes. 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 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.

13.3 Acknowledgments. In negotiating and entering into this Agreement, the Parties respectively acknowledge and understand that:

(a) Developer's obligations hereunder are primarily for the benefit of the Property and that the City's election to enter this Agreement was discretionary and for the benefit of the City and its inhabitants;

(b) the improvements to be constructed and the open space dedications and donations of real property that Developer is obligated to set aside and/or dedicate under this Agreement will benefit the Project by positively contributing to the enhanced nature thereof, increasing property values within the Project, and encouraging investment in and the ultimate development of the Project;

(c) the Authorized Improvements will benefit the City and promote state and local economic development, stimulate business and commercial activity in the City for the development and diversification of the economy of the state, promote the development and expansion of commerce in the state, and reduce unemployment or underemployment in the state;

(d) the Authorized Improvements are public improvements and such Authorized Improvements shall be dedicated to the City in accordance with the PID Act;

(e) nothing contained in this Agreement shall be construed as creating or intended to create a contractual obligation that controls, waives, or supplants the City Council's legislative discretion or functions with respect to any matters not specifically addressed in this Agreement;

(f) pursuant to Section 395.023, Texas Local Government Code, Developer shall be entitled to Impact Fee Credits against roadway Impact Fees for Capital Improvement Costs incurred in connection with collector or arterial roadways shown on the City's master thoroughfare plan (or comparable planning document) regardless of whether the particular collector or arterial roadway is designated on the City's roadway CIP.

13.4 Notices. Any notice, submittal, payment or instrument required or permitted by this Agreement to be given or delivered to any party shall be deemed to have been received when delivered personally or upon the expiration of 72 hours following deposit of the same in any United States Post Office, registered or certified mail, postage prepaid, addressed as follows:

To the City:

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

With a copy to:

Robert Brown _____
Brown & Hofmeister, L.L.P.
740 E. Campbell Road, Suite 800
Richardson, Texas 75081

(14)

To Developer: Attn: Bobby Samuel, Vice President
GRBK Edgewood LLC
5501 Headquarters Drive, Suite 300W
Plano, Texas 75024

and Brad Williams, Director of Land Acquisition
Green Brick Partners, Inc.
5501 Headquarters Drive, Suite 300W
Plano, Texas 75024

and Hilary Liston, General Counsel - Real Estate
Green Brick Partners, Inc.
5501 Headquarters Drive, Suite 300W
Plano, Texas 75024

With a copy to: Ross Martin
Winstead PC
2728 N. Harwood Street, Suite 500
Dallas, Texas 75201

Any Party may change its address or addresses for delivery of notice by delivering written notice of such change of address to the other Party.

13.5 Interpretation. Each Party has been actively involved in negotiating this Agreement. Accordingly, a rule of construction that any ambiguities are to be resolved against the drafting Party will not apply to interpreting this Agreement. In the event of any dispute over the meaning or application of any provision of this Agreement, the provision will be interpreted fairly and reasonably and neither more strongly for nor against any Party, regardless of which Party originally drafted the provision.

13.6 Time. In this Agreement, time is of the essence and compliance with the times for performance herein is required.

13.7 Authority and Enforceability. The City represents and warrants that this Agreement has been approved by official action by the City Council of the City in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the City has been duly authorized to do so. Developer represents and warrants that this Agreement has been approved by appropriate action of Developer, and that each individual executing this Agreement on behalf of Developer has been duly authorized to do so. Each Party respectively acknowledges and agrees that this Agreement is binding upon such Party and is enforceable against such Party, in accordance with its terms and conditions.

13.8 Limited Waiver of Immunity. The Parties are entering into this Agreement in reliance upon its enforceability. Consequently, the City unconditionally and irrevocably waives all claims of sovereign and governmental immunity which it may have (including, but not limited

to, immunity from suit and immunity to liability) to the extent, but only to the extent, that a waiver is necessary to enforce specific performance of this Agreement (including all of the remedies provided under this Agreement) and to give full effect to the intent of the Parties under this Agreement. Notwithstanding the foregoing, the waiver contained herein shall not waive any immunities that the City may have with respect to claims of injury to persons or property, which claims shall be subject to all its respective immunities and to the provisions of the Texas Tort Claims Act.

13.9 Severability. This Agreement shall not be modified or amended except in writing signed by the Parties. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then: (a) such unenforceable provision shall be deleted from this Agreement; (b) the unenforceable provision shall, to the extent possible and upon mutual agreement of the parties, be rewritten to be enforceable and to give effect to the intent of the Parties; and (c) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.

13.10 Applicable Law; Venue. This Agreement is entered into pursuant to and is to be construed and enforced in accordance with, the laws of the State of Texas, and all obligations of the Parties are performable in Ellis County. Exclusive venue for any action related to, arising out of, or brought in connection with this Agreement shall be in the Ellis County District Court.

13.11 Non-Waiver. Any failure by a Party to insist upon strict performance by the other Party of any material provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

13.12 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

13.13 Force Majeure. Each Party shall use good faith, due diligence, and reasonable care in the performance of its respective obligations under this Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to force majeure, to perform its obligations under this Agreement, then the obligations affected by the force majeure shall be temporarily suspended. Within ten (10) business days after the occurrence of a force majeure, the Party claiming the right to temporarily suspend its performance, shall give Notice to all the Parties, including a detailed explanation of the force majeure and a description of the action that will be taken to remedy the force majeure and resume full performance at the earliest possible time. The term "force majeure" shall include events or circumstances that are not within the reasonable control of the Party whose performance is suspended and that could not have been avoided by such Party with the good faith exercise of good faith, due diligence and reasonable care.

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13.14 Complete Agreement. This Agreement embodies the entire Agreement between the Parties and cannot be varied or terminated except as set forth in this Agreement, or by written agreement of the Parties expressly amending the terms of this Agreement. By entering into this Agreement, any previous agreements or understanding between the Parties relating to the same subject matter are null and void.

13.15 Consideration. This Agreement is executed by the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is hereby acknowledged.

13.16 Anti-Boycott Verification. To the extent this Agreement constitutes a contract for goods or services within the meaning of Section 2270.002, Texas Government Code, as amended, solely for purposes of compliance with Chapter 2270, Texas Government Code, and subject to applicable Federal law, Developer represents that neither Developer nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Developer (i) boycotts Israel or (ii) will boycott Israel through the term of this Agreement. The terms "boycotts Israel" and "boycott Israel" as used in this paragraph have the meanings assigned to the term "boycott Israel" in Section 808.001 of the Texas Government Code, as amended.

13.17 Verification under Chapter 2252, Texas Government Code. To the extent this Agreement constitute a governmental contract within the meaning of Section 2252.151, Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252, Texas Government Code, and except to the extent otherwise required by applicable federal law, Developer represents that Developer nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Developer is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201, or 2252.153, Texas Government Code.

13.18 No Discrimination Against Fossil-Fuel Companies. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002, Texas Government Code, as amended, Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable Texas or federal law. As used in the foregoing verification, "boycott energy companies" shall mean, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (b) does business with a company described by (a) above.

13.19 No Discrimination Against Firearm Entities and Firearm Trade Associations. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002, Texas Government Code, as amended, Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this

Agreement against a firearm entity or firearm trade association. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable Texas or federal law. As used in the foregoing verification, (a) 'discriminate against a firearm entity or firearm trade association' means, with respect to the firearm entity or firearm trade association, to: (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association; and (b) does not include (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship (A) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or (B) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association. As used in the foregoing verification, (a) 'firearm entity' means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (i.e., weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (i.e., devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (i.e., a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (as defined by Section 250.001, Texas Local Government Code); and (b) 'firearm trade association' means a person, corporation, unincorporated association, federation, business league, or business organization that: (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.

13.20 Exhibits. The following exhibits are attached to this Agreement and are incorporated herein for all purposes:

Exhibit A	Property Description
Exhibit B	Concept Plan
Exhibit C	Authorized Improvements with Budgeted Cost
Exhibit D	Development Standards
Exhibit E	Trail Connectivity Plan
Exhibit F	Haven Park Plan
Exhibit G	Town Center Plan
Exhibit H	Incorporated Land to be Disannexed

[SIGNATURES PAGES AND EXHIBITS FOLLOW;
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EXECUTED by the Parties to be effective on the Effective Date:

CITY OF WAXAHACHIE, TEXAS

By: _____
Name: David Hill
Title: Mayor
Date: _____

ATTEST:

City Secretary

STATE OF TEXAS §
COUNTY OF ELLIS §

This instrument was acknowledged before me on this __ day of _____ 2023, by David Hill, Mayor of the City of Waxahachie, Texas, on behalf of said City.

Notary Public, State of Texas

[SEAL]

(114)

DEVELOPER:

GRBK Edgewood LLC,
a Texas limited liability company

By: _____
Name: Bobby L. Samuel, III
Title: Vice President

STATE OF TEXAS §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the ____ day of _____ 2023, by Bobby L. Samuel, III, Vice President of GRBK Edgewood LLC, a Texas limited liability company on behalf of said company.

Notary Public, State of Texas

(SEAL)

Exhibit A
Property Description

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

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

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

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

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

the southeast line of said 37.3328 acre tract, and the southeast line of a called 1.9886 acre tract of land described in a Deed to Doug Owen Maynard and Lisa A. Maynard, recorded in Volume 1175, Page 1035, O.P.R.E.C.T., and along said Haven Road, for a total distance of 1,299.55 feet to a 1/2" iron rod found at the southeast corner of said 1.9886 acre tract, a southwesterly interior corner of said 37.3328 acre tract, and being at a northerly reentrant corner of said 456.928 acre tract;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

South 06°02'06" West, a distance of 351.76 feet to a 5/8" iron rod with yellow plastic cap (stamping illegible) found in the approximate centerline of Harrington Road (a variable width prescriptive right-of-way) at the southwest corner of a called 30-foot right-of-way dedication conveyed on the Final Plat of Crystal Cove Estates, an addition to the City of Waxahachie, Texas, according to the plat thereof recorded in Cabinet E, Slide 115,

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P.R.E.C.T., same being the most northerly northwest corner of the aforementioned 420.642 acre tract;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(14)

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

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

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

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

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

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

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

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

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

THENCE South 30°49'14" East, with the common line of said 10.0 acre Garlitz tract, and said 76.653 acre tract, passing at a distance of 571.85 feet, a 5/8" iron rod with yellow plastic cap

(14)

stamped "TXRCS" found at the southwest corner of said 10.0 acre Garlitz tract, same being the northwest corner of a called 31.549 acre tract of land described in the Deed to Charles B. Williams and Sharon S. Williams, recorded in Volume 2616, Page 1132, O.P.R.E.C.T., and continuing with the common line of said 76.653 acre tract and said 31.549 acre tract for a total distance of 1,743.08 feet to a 1/2" iron rod found for the southwest corner of said 31.549 acre tract, and being at the northwest corner of a called 30.88 acre tract of land designated as "Tract Two, Third Tract" in the Deed to Peggy Lee Hunter and Ann Cheree Fielder, recorded in Instrument No. 2039707, O.P.R.E.C.T.;

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

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

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

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

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

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

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

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

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

(14)

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

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

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

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

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

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

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

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

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

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

South 59°04'11" West, a distance of 547.61 feet to a 1/2" iron rod found for the northwest corner of said 2.14 acre tract, and being at the southwest corner of the aforementioned 104.099 acre tract, and being in the east line of a called 121.7963 acre tract of land

(14)

described in the Warranty Deed to Pinhas Bendayan, recorded in Volume 1357, Page 145, O.P.R.E.C.T.;

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

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

Exhibit B
Concept Plan



HAVEN RANCH CONCEPT PLAN

LEGEND

- SCHOOL
- NEIGHBORHOOD SERVICES
- LIFT STATION
- EASEMENTS (46 ac.)
- HAVEN PARK (10.8 ac.)
- BUFFER OPEN SPACE (70 ac.)
- HOA OPEN SPACE (58 ac.)
- AMENITY CENTERS (7 ac.)
 - PRIMARY 4.7 ac.
 - SECONDARY 2.3 ac.

TOTAL GREEN SPACE 243 ac

- 1 ACRE LOTS
UNITS 45 MINIMUM
- ESTATE LOTS (80' WIDE)
PERCENTAGE 35% MINIMUM
- MANOR LOTS (60' WIDE)
PERCENTAGE 35% MINIMUM
- COTTAGE LOTS (50' WIDE)
PERCENTAGE 30% MAXIMUM
- TOTAL MAXIMUM 2,600 UNITS**



Kimley Horr

(14)

Exhibit C

Authorized Improvements with Budgeted Cost

PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST HAVEN RANCH - WAXAHACHIE, TX AUTHORIZED IMPROVEMENTS COST SUMMARY September 8, 2023											
MAJOR IMPROVEMENTS	PHASE 1	PHASE 2	PHASE 3	PHASE 4	PHASE 5	PHASE 6	PHASE 7	PHASE 8	PHASE 9	PHASE 10	TOTAL
NO OF LOTS:	169	190	338	325	271	288	279	127	103	295	2,385
DIVISION											
A. CLEARING & EXCAVATION	\$139,480.00	\$103,640.00	\$0.00	\$229,010.00	\$115,140.00	\$93,410.00	\$43,530.00	\$122,830.00	\$0.00	\$0.00	\$847,040.00
B. EROSION CONTROL	\$39,550.00	\$29,400.00	\$0.00	\$55,050.00	\$32,650.00	\$26,300.00	\$9,250.00	\$30,250.00	\$0.00	\$0.00	\$222,450.00
C. SANITARY SEWER	\$11,580,362.25	\$18,000.00	\$5,254,000.00	\$210,459.75	\$2,000.00	\$779,755.25	\$6,000.00	\$282,062.25	\$0.00	\$0.00	\$18,132,639.60
D. WATER	\$3,101,515.00	\$831,043.00	\$8,533,000.00	\$152,247.00	\$0.00	\$754,285.50	\$154,465.75	\$4,000.00	\$0.00	\$0.00	\$14,630,566.25
E. STORM SEWER	\$2,589,387.03	\$1,234,342.94	\$380,000.00	\$3,251,129.32	\$3,272,768.56	\$706,148.10	\$451,213.09	\$1,390,961.62	\$0.00	\$0.00	\$13,285,960.65
F. PAVEMENT	\$5,088,467.57	\$3,085,857.35	\$950,000.00	\$8,127,823.29	\$8,181,921.39	\$1,785,370.24	\$1,128,032.72	\$3,477,404.06	\$0.00	\$0.00	\$31,814,876.62
G. PUBLIC PARK & LANDSCAPING	\$944,000.00	\$162,000.00	\$0.00	\$4,102,000.00	\$1,106,000.00	\$1,052,000.00	\$740,000.00	\$1,100,000.00	\$0.00	\$0.00	\$9,206,000.00
SUB-TOTAL	\$23,502,761.85	\$5,484,283.29	\$16,117,000.00	\$16,127,719.38	\$12,710,479.94	\$5,177,269.08	\$2,532,491.56	\$6,407,507.93	\$0.00	\$0.00	\$88,039,513.02
PLANNING, SURVEY, PLATTING, ENGINEERING & STAKING (10%)	\$2,350,278.18	\$546,428.33	\$1,811,700.00	\$1,612,771.94	\$1,271,047.99	\$517,726.91	\$253,249.16	\$840,750.79	\$0.00	\$0.00	\$9,803,961.30
INSPECTION FEES (3.5% C-F)	\$783,290.81	\$180,923.52	\$564,095.00	\$410,958.08	\$400,984.15	\$140,194.57	\$80,889.90	\$180,404.98	\$0.00	\$0.00	\$2,721,740.81
CONSTRUCTION MATERIALS TESTING (1% A, C-F)	\$225,192.12	\$52,728.83	\$161,170.00	\$119,706.69	\$116,718.30	\$40,989.69	\$17,832.42	\$52,772.58	\$0.00	\$0.00	\$786,110.63
BONDS (2% C-F)	\$447,594.64	\$103,384.87	\$322,340.00	\$234,833.19	\$229,133.80	\$80,111.18	\$34,794.23	\$103,088.56	\$0.00	\$0.00	\$1,665,280.46
CONTINGENCY (15%)	\$3,525,414.28	\$819,642.49	\$2,417,550.00	\$2,419,157.90	\$1,906,571.99	\$776,590.36	\$379,873.73	\$961,126.19	\$0.00	\$0.00	\$13,205,928.96
TOTAL	\$30,834,629.68	\$7,167,391.33	\$21,183,855.00	\$20,925,147.16	\$16,633,936.18	\$6,732,881.79	\$3,279,131.00	\$8,345,661.03	\$0.00	\$0.00	\$115,112,623.17
DIRECT PHASE IMPROVEMENTS	PHASE 1	PHASE 2	PHASE 3	PHASE 4	PHASE 5	PHASE 6	PHASE 7	PHASE 8	PHASE 9	PHASE 10	TOTAL
NO OF LOTS:	169	190	338	325	271	288	279	127	103	295	2,385
DIVISION											
A. CLEARING & EXCAVATION	\$178,555.00	\$142,020.00	\$289,155.00	\$268,660.00	\$264,850.00	\$232,855.00	\$237,970.00	\$179,130.00	\$139,480.00	\$252,045.00	\$2,182,720.00
B. EROSION CONTROL	\$59,750.00	\$46,175.00	\$88,250.00	\$91,100.00	\$90,000.00	\$79,250.00	\$80,850.00	\$60,800.00	\$47,100.00	\$85,500.00	\$740,776.00
C. SANITARY SEWER	\$1,203,899.50	\$1,469,814.75	\$1,740,101.75	\$1,693,585.50	\$1,680,569.25	\$1,703,645.00	\$1,409,200.25	\$1,206,798.50	\$743,911.75	\$1,763,163.75	\$14,614,690.00
D. WATER	\$991,285.25	\$953,436.75	\$1,866,197.50	\$1,638,372.00	\$1,616,593.75	\$1,163,358.75	\$1,404,779.00	\$1,197,867.50	\$717,860.00	\$1,549,576.25	\$13,099,126.75
E. STORM SEWER	\$2,086,001.65	\$1,465,025.68	\$2,457,609.99	\$1,958,899.45	\$1,997,124.52	\$1,999,337.90	\$2,132,370.92	\$1,541,874.67	\$1,083,363.26	\$2,434,569.38	\$19,166,177.42
F. PAVEMENT	\$2,901,541.00	\$2,390,955.78	\$4,915,219.98	\$4,353,109.88	\$4,438,054.48	\$3,998,675.81	\$3,964,741.84	\$3,083,749.34	\$2,407,473.91	\$4,269,138.76	\$36,722,660.79
SUB-TOTAL	\$7,419,032.41	\$6,469,427.96	\$11,366,534.22	\$10,003,726.83	\$10,087,192.00	\$9,177,122.46	\$9,229,912.02	\$7,270,020.01	\$5,139,188.92	\$10,353,993.14	\$86,616,149.96
PLANNING, SURVEY, PLATTING, ENGINEERING & STAKING (10%)	\$741,903.24	\$646,942.80	\$1,138,653.42	\$1,000,372.68	\$1,008,719.20	\$917,712.25	\$922,991.20	\$727,002.00	\$513,918.69	\$1,035,399.31	\$8,661,616.00
INSPECTION FEES (3.5% C-F)	\$251,395.46	\$219,773.15	\$384,269.52	\$337,538.84	\$340,631.97	\$310,275.61	\$311,888.22	\$246,053.15	\$173,341.31	\$350,575.68	\$2,925,742.92
CONSTRUCTION MATERIALS TESTING (1% A, C-F)	\$73,592.82	\$64,212.53	\$112,682.84	\$99,126.27	\$99,971.92	\$90,978.72	\$91,490.62	\$72,092.20	\$50,920.89	\$102,684.93	\$867,763.75
BONDS (2% C-F)	\$143,654.55	\$125,584.66	\$219,582.58	\$192,879.34	\$194,848.84	\$177,300.35	\$178,221.84	\$140,601.80	\$99,052.16	\$200,328.96	\$1,671,863.10
CONTINGENCY (15%)	\$1,112,854.88	\$970,414.19	\$1,704,980.13	\$1,500,559.02	\$1,513,078.80	\$1,376,568.37	\$1,384,486.80	\$1,090,503.00	\$770,878.34	\$1,553,098.97	\$12,977,422.49
TOTAL	\$9,742,433.34	\$8,496,366.29	\$14,924,702.72	\$13,134,202.88	\$13,244,240.73	\$12,049,967.76	\$12,118,980.70	\$9,546,272.16	\$6,747,300.53	\$13,596,081.00	\$113,600,537.22
COMBINED TOTALS	PHASE 1	PHASE 2	PHASE 3	PHASE 4	PHASE 5	PHASE 6	PHASE 7	PHASE 8	PHASE 9	PHASE 10	TOTAL
NO OF LOTS:	169	190	338	325	271	288	279	127	103	295	2,385
DIVISION											
A. CLEARING & EXCAVATION	\$316,035.00	\$245,660.00	\$289,155.00	\$497,670.00	\$379,990.00	\$326,265.00	\$281,500.00	\$301,960.00	\$139,480.00	\$252,045.00	\$3,029,760.00
B. EROSION CONTROL	\$99,300.00	\$77,575.00	\$88,250.00	\$146,150.00	\$122,850.00	\$105,550.00	\$90,100.00	\$81,050.00	\$47,100.00	\$85,500.00	\$963,226.00
C. SANITARY SEWER	\$12,784,261.75	\$1,487,814.75	\$6,994,101.75	\$1,904,045.25	\$1,682,589.25	\$2,483,400.25	\$1,415,200.25	\$1,488,860.75	\$743,911.75	\$1,763,163.75	\$32,747,329.50
D. WATER	\$4,092,800.25	\$1,764,479.75	\$11,399,197.50	\$1,790,619.00	\$1,616,593.75	\$1,917,644.25	\$1,559,244.75	\$1,201,667.50	\$717,860.00	\$1,549,576.25	\$27,626,680.00
E. STORM SEWER	\$4,665,388.68	\$2,699,368.62	\$2,837,609.99	\$5,210,028.76	\$5,269,893.07	\$2,705,486.00	\$2,583,584.01	\$2,932,636.29	\$1,083,363.26	\$2,434,569.38	\$32,442,128.07
F. PAVEMENT	\$8,000,008.57	\$5,476,813.13	\$5,885,219.98	\$12,480,933.18	\$12,619,975.87	\$5,764,046.05	\$5,092,774.57	\$6,561,153.40	\$2,407,473.91	\$4,269,138.76	\$68,537,537.41
G. PUBLIC PARK & LANDSCAPING	\$944,000.00	\$162,000.00	\$0.00	\$4,102,000.00	\$1,106,000.00	\$1,052,000.00	\$740,000.00	\$1,100,000.00	\$0.00	\$0.00	\$9,206,000.00
SUB-TOTAL	\$30,921,794.25	\$11,933,711.25	\$27,463,534.22	\$26,131,446.19	\$22,797,671.94	\$14,354,391.55	\$11,762,403.58	\$13,677,527.94	\$5,139,188.92	\$10,353,993.14	\$174,866,862.96
PLANNING, SURVEY, PLATTING, ENGINEERING & STAKING (10%)	\$3,092,179.43	\$1,193,371.13	\$2,748,353.42	\$2,613,144.62	\$2,279,767.19	\$1,435,439.15	\$1,176,240.36	\$1,367,752.79	\$513,918.69	\$1,035,399.31	\$17,455,566.30
INSPECTION FEES (3.5% C-F)	\$1,034,686.07	\$400,698.67	\$948,364.52	\$748,496.92	\$741,616.12	\$450,470.18	\$372,778.13	\$426,456.13	\$173,341.31	\$350,575.68	\$6,847,483.73
CONSTRUCTION MATERIALS TESTING (1% A, C-F)	\$298,784.94	\$116,941.36	\$273,852.84	\$216,832.96	\$215,890.22	\$131,968.42	\$109,323.04	\$124,864.78	\$50,920.89	\$102,684.93	\$1,643,864.38
BONDS (2% C-F)	\$591,249.19	\$228,969.53	\$541,922.58	\$427,712.52	\$423,780.64	\$257,411.53	\$213,016.07	\$243,690.38	\$99,052.16	\$200,328.96	\$3,227,133.56
CONTINGENCY (15%)	\$4,638,269.14	\$1,790,056.69	\$4,122,530.13	\$3,919,716.83	\$3,419,850.79	\$2,153,158.73	\$1,784,360.54	\$2,051,629.19	\$770,878.34	\$1,553,098.97	\$26,183,349.45
TOTAL	\$40,576,963.02	\$16,663,746.62	\$36,118,567.72	\$34,059,360.14	\$29,878,176.91	\$18,782,839.56	\$15,398,121.70	\$17,891,923.19	\$6,747,300.53	\$13,596,081.00	\$228,713,060.39

Exhibit D Development Standards

- I. Purpose and Intent. These Development Standards are intended to provide for a medium-density single-family development, with supporting commercial zones. Use and development of the Property shall generally comply with these Development Standards and the Concept Plan. In the event of a conflict between these Development Standards and the Concept Plan, these Development Standards shall prevail.
- II. Concept Plan. The Concept Plan is conceptual in nature, and minor amendments thereto may be approved administratively by the City Manager or his designee at time of plat or site plan, as applicable.
- III. Single Family Standards. Except as otherwise provided herein, use and development of residential areas identified on the Concept Plan shall generally comply with the City's Single-Family Residential – 3 (SF3) zoning classification.

A. Typical Lot Regulations and Dimensions.

Lot Type	Area Regulations				Minimum Setbacks (ft)			Building Regulations	
	Lot Area (min sf)	Lot Width ¹ (min ft)	Lot Depth (min ft)	Lot Coverage (max)	Front Yard ²	Rear Yard	Side Yard ³ (interior /corner)	Dwelling Unit Size ⁴ (min sf)	Height (max feet)
Rural	43,560	125	200	45%	40	30	20/35	2,200	40
Estate	9,200	80	100	55%	25 ⁴	20	10/15	1,800	40
Manor	7,000	60	100	55%	25	15	5/10	1,400	40
Cottage	5,500	50	100	57%	20	15	5/10	1,200	40

B. Density and Lot Mix.

- Density. A maximum of 2,600 residential lots are permitted on the Property, in accordance with the following mixture of lots.
- Lot Mix. Upon full development, the Property shall comply with the following lot mixture:
 - At least 45 Rural lots;
 - With respect to all remaining lots:
 - At least 35% Estate lots;
 - At least 35% Manor lots; and
 - At most 30% Cottage lots.

¹ Measured at the front building line.

² For J-swing garage layouts, front setback for that portion of the building containing the garage shall be 15 feet.

³ Garage setback along side streets shall be minimum 25 feet; typical setbacks apply to remainder of structure along the side yard.

⁴ Measured as air-conditioned space.

C. Architectural Standards.

- Masonry. Exterior construction for single-family homes shall consist of a minimum 80% masonry façade.⁵
- Anti-monotony. Identical building elevations (i.e., same plan, same elevation) shall not be repeated within 4 lots in either direction or across the street on the same block face.
- Architectural Styles. The Project shall contain at least 3 distinct architectural styles, which may include: Traditional, Modern, Contemporary, Ranch, Craftsman, and Tudor (or as may otherwise be agreed by the Parties). Any 1 distinct architectural style cannot exceed 50% of the homes within any given phases of development.

IV. Commercial Standards. Except as otherwise provided herein, use and development of the commercial areas identified on the Concept Plan shall adhere to the standards applicable within the City's Neighborhood Services zoning classification, and generally conform to the Town Center Plan, attached hereto as Exhibit []. Any conflicts between the Neighborhood Services standards and the Town Center Plan shall be resolved in favor of the Town Center Plan.

- Prohibited Uses. Individual retail uses/occupancies shall not exceed 80,000 square feet in floor area.
- Architecture. Architectural styles and materials within the Town Center shall be generally consistent and coordinate with that of the common and HOA area within the residential development.

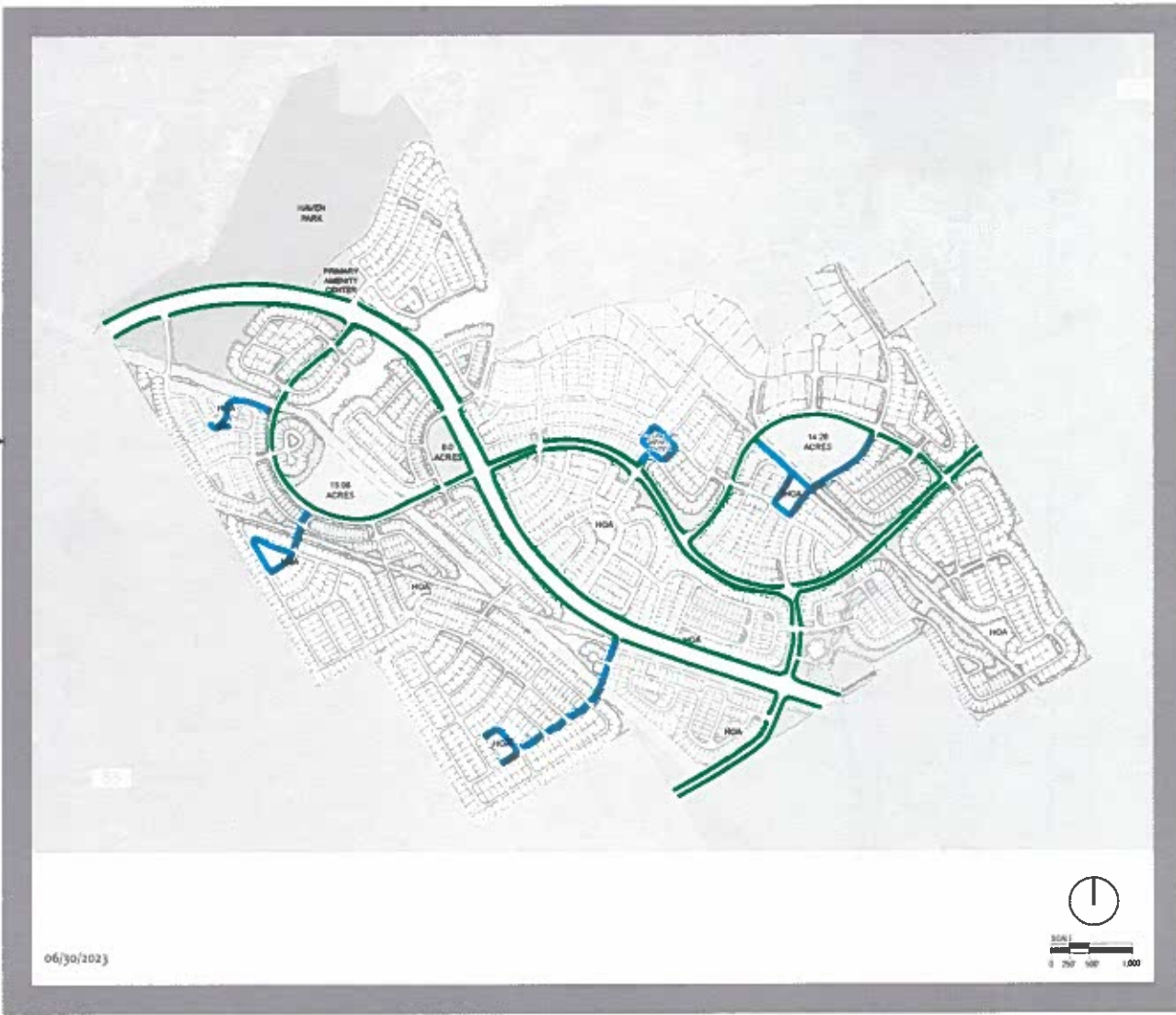
V. Subdivision Standards. Except as otherwise provided herein, development shall comply with the City's subdivision ordinance.

- Block Length. Maximum block length shall be 1600 feet.
- Plats.
 - Each plat within the project shall contain at least 2 different lot types.
 - Individual plats need not internally comply with the single-family Lot Mix, above, but shall be reviewed in consideration of the Project as a whole. The ultimate Lot Mix shall be achieved at time of full development.

⁵ Masonry requirements for all building facades shall exclude doors, windows, patio covers, walls over roof, architectural features, soffits, and related exterior trim.

(14)

Exhibit E
Trail Connectivity Plan

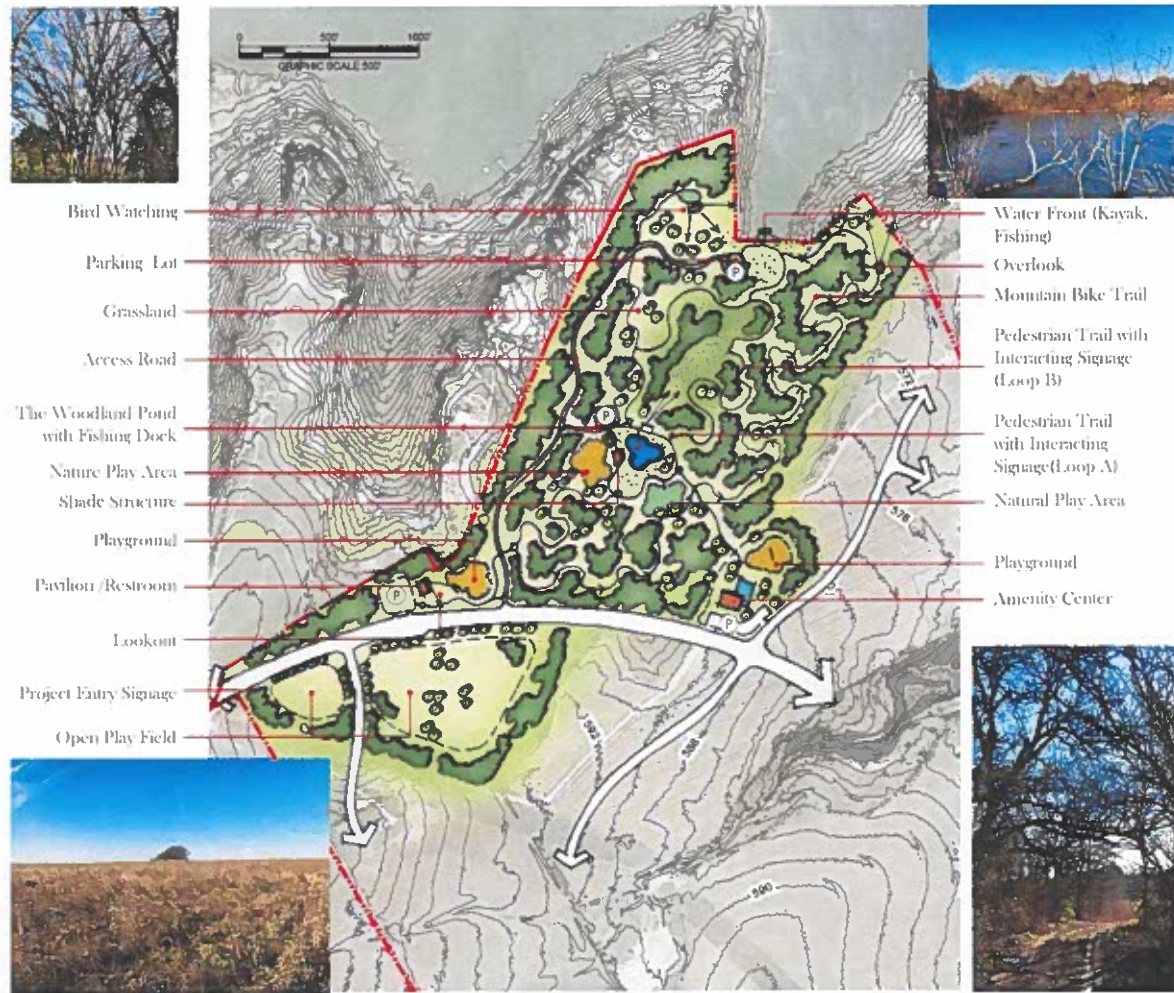


HAVEN RANCH
TRAIL
CONNECTIVITY
PLAN

- 8' MEANDERING TRAIL
- 6' MEANDERING TRAIL



Exhibit F Haven Park Plan



HAVEN PARK

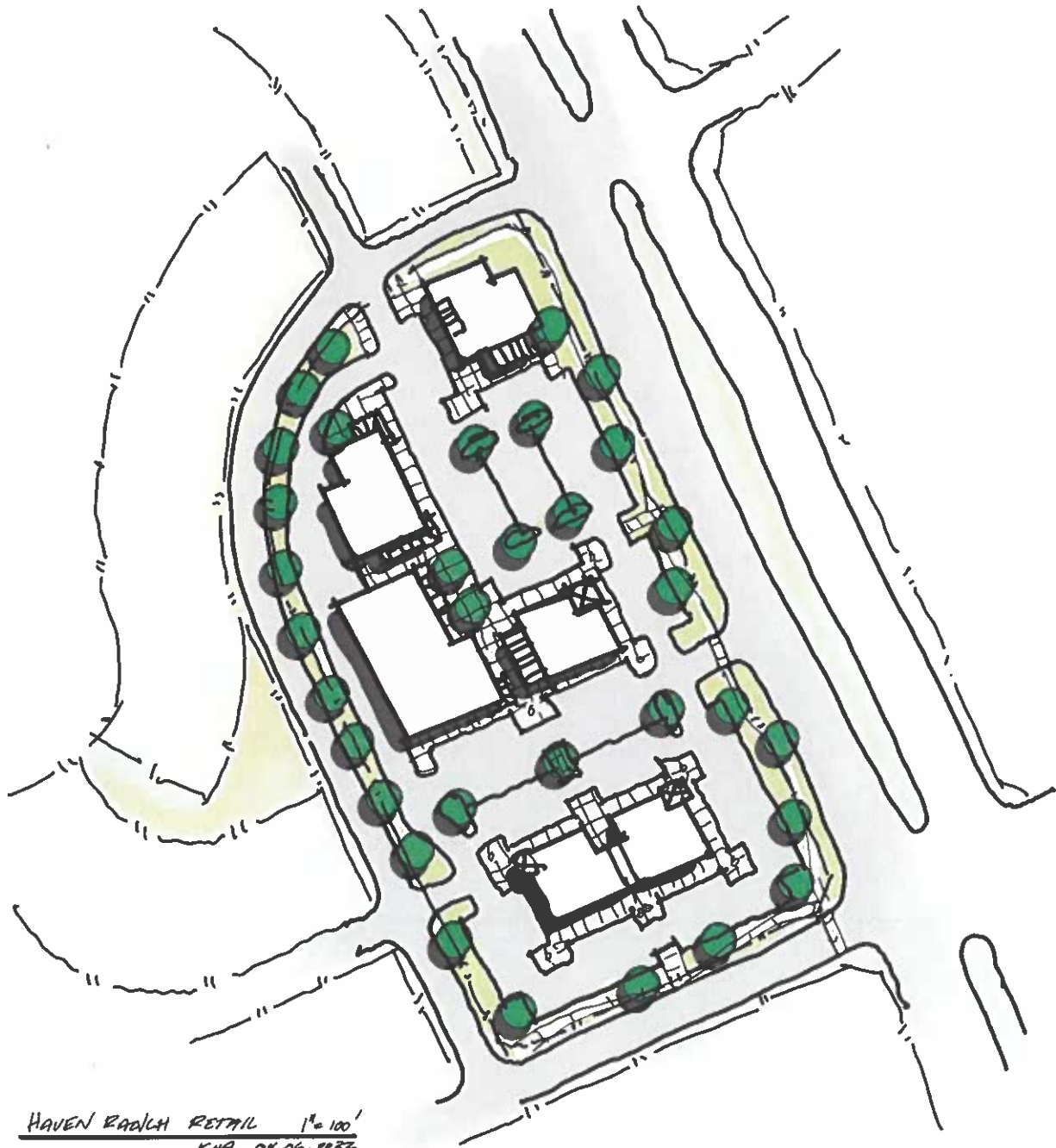
Located at the main entrance to the project, Haven Park is dedicated to providing access to the existing ecology of the site and enhancing nature's current form to create an educational, interactive and fun experience.

The program for Haven Park consists of both passive and active recreation elements. On the south side of East Haven Parkway, open field space provides opportunity for practice and competition field sports. At the main park entrance, playground space is immediately adjacent to parking and restroom facilities.

Kimley  Horn

(14)

**Exhibit G
Town Center Plan**



HAVEN RANCH RETAIL 1" = 100'
KNA 04.06.2022

(14)

**Exhibit H
Incorporated Land to be Disannexed**

TRACT 1 Description:

BEING part of a certain tract or parcel of land situated in Ellis County, Texas and in the W. Baskins Survey, Abstract No. 145, J. R. Lansford Survey, Abstract No. 635, J. Riggs Survey, Abstract No. 923, S.C. White Survey, Abstract No. 1250, N.H. Whittenberg Survey, Abstract No. 1128, Ellis County School Land Survey, Abstract No. 328, J.J. Young Survey, Abstract No. 1199, W. Stewart Survey, Abstract No. 956, and the S.M. Durrett Survey, Abstract No. 272 and being more particularly described as follows:

COMMENCING at the Northwest corner of a 3.039 acre tract as described in Volume 2057, Page 1195, Official Public Records of Ellis County, Texas, at a point in the South line of a 9.83 acre parcel identified as **SECOND TRACT** of land described in Volume 703, Page 36, Deed Records of Ellis County, Texas.

THENCE South 30°15'40" East a distance of 401.42 feet, along the West line of said 9.83 acre tract, to the **POINT OF BEGINNING**;

THENCE South 30°15'40" East, passing the City Limits of Waxahachie Texas at a distance of 10.00 feet, continuing a total distance of 252.58 feet, along the said West line of 3.039 acre tract, to a point for corner;

THENCE South 59°16'35" West a distance of 642.77 feet, along the North line of a 10 Acre tract as described in Volume 2083, Pg. 2308, Official Public Records of Ellis County, Texas, to a point for corner;

THENCE South 29°55'32" East a distance of 519.86 feet, along the West line of said 10 acre tract, to a point for corner;

THENCE South 29°54'10" East a distance of 1223.66 feet, along the West line of a 31.459 Acre tract as described in Volume 2100, Pg. 1310, Official Public Records of Ellis County, Texas, to a point for corner;

THENCE South 30°21'10" East a distance of 957.87 feet, along the West line of a 30.88 Acre tract as described in Volume 531, Pg. 1001, Deed Records of Ellis County, Texas; to a point for corner;

THENCE South 57°38'45" West a distance of 105.58 feet, along the North line of a 80 Acre tract as described in Volume 531, Pg. 1001, Deed Records of Ellis County, Texas; to a point for corner;

THENCE South 29°54'52" East a distance of 1791.95 feet, along the West line of said 80 Acre tract and 80 Acre tract and West line of a 50 Acre tract as described in Volume 716, Pg. 545, Deed Records of Ellis County, Texas, to a point for corner;

THENCE South 60°51'37" West a distance of 1607.80 feet, along the North line of the Ann Allen tract containing 64.2 acres as described in Volume 947, Pg. 872, Official Public Records of Ellis County, Texas, to a point for corner;

THENCE North 30°25'14" West a distance of 1233.51 feet, along the East line of the Ann Allen tract containing 80 acres as described in Volume 947, Pg. 872, Official Public Records of Ellis County, Texas, to a point for corner;

2

THENCE South 60°10'57" West a distance of 666.67 feet, along the North line of the said 80 acre Ann Allen tract, to a point for corner;

THENCE South 29°54'55" East a distance of 167.23 feet, along the West line of the said 80 acre Ann Allen tract, to a point for corner;

THENCE South 59°32'17" West a distance of 1762.64 feet, along a North line of the John S. Huffman tract as described in Volume 1648, Pg. 610, Official Public Records of Ellis County, Texas, to a point for corner;

THENCE North 30°14'10" West a distance of 20.00 feet, along an East line of the said John S. Huffman tract, to a point for corner;

THENCE South 59°30'05" West a distance of 1063.77 feet, along a North line of the said John S. Huffman tract and a South line of a reserved 24 acre parcel of a 420.724 acre tract described in Volume 2197, Page 1480, Official Public Records of Ellis County, Texas, to a point for corner;

THENCE North 30°08'12" West a distance of 975.81 feet, along the East line of the Elizabeth C. Hill tract as described in Volume 434, Pg. 32, Deed Records of Ellis County, Texas and a West line of said 24 acre tract, to a point for corner;

THENCE South 59°08'46" West a distance of 2219.61 feet, along a North line of the said Elizabeth C. Hill tract and a North line of the Rankin L. Hind tract as described in Volume 570, PG. 46, Official Public Records of Ellis County, Texas, to a point for corner;

THENCE North 30°00'00" West a distance of 2404.55 feet, along the East line of the Pinhas Bendaya tract as described in Volume 1357, Pg. 125, Official Public Records of Ellis County, Texas, to a point for corner;

THENCE South 62°59'38" West a distance of 156.46 feet, along a North line of said Pinhas Bendaya tract, to a point for corner;

THENCE North 30°15'18" West a distance of 818.24 feet, along an East line of the Ellis County Water Control and Improvement District tract as described in Volume 453, Pg. 206, Deed Records of Ellis County, Texas and an East line of the Erique Gascoyne tract as described in Volume 1440, Pg. 352, Official Public Records of Ellis County, Texas, to a point for corner;

THENCE North 60°15'39" East a distance of 418.82 feet, along a South line of the said Erique Gascoyne tract, to a point for corner;

THENCE North 29°47'36" West a distance of 4294.58 feet, along an East line of the said Erique Gascoyne tract, to a point for corner;

THENCE North 59°28'07" East a distance of 312.24 feet, along the South line of a 19.363 acre tract as described in Volume 1021, Pg. 785, Deed Records of Ellis County, Texas, to a point for corner;

(14)

THENCE South 30°32'02" East a distance of 127.79 feet, a West line of said 19.363 acre tract, to a point for corner;

3

THENCE North 60°46'13" East a distance of 133.69 feet, along a South line of said 19.363 acre tract, to a point for corner;

THENCE North 27°08'28" East a distance of 721.94 feet, along a Southeastly line of said 19.363 acre tract as described in Volume 1021, Pg. 785, Deed Records of Ellis County, Texas to a point for corner;

THENCE North 21°15'20" East, passing the City Limits of Waxahachie Texas at a distance of 370.04 feet, along a Southeasterly line of said 19.363 acre tract, continuing a total distance of 380.04 feet, to a point for corner;

THENCE South 68°44'40" East, a distance of 10.00 feet, into the 467.382 acre tract described in Volume 2194, Page 1465, Official Public Records of Ellis County, Texas, to a point for a corner;

THENCE South 21°15'20" West, passing the City Limits of Waxahachie Texas at a distance of 10.52 feet, continuing a total distance of 380.55 feet, on a line 10' offset of and parallel to a Southeasterly line of said 19.363 acre tract, to a point for corner

THENCE SOUTH 27°08'28" West, a distance of 725.48 feet, on a line 10' offset of and parallel to a Southeasterly line of said 19.363 acre tract, to a point for corner

THENCE South 60°46'13" West, a distance of 115.35 feet, on a line 10' offset of and parallel to a South line of said 19.363 acre tract, to a point for corner;

THENCE South 34°14'46" East, a distance of 16.61 feet, on a line 10' offset of and parallel to an East line of a reserved 16 acre tract out of a 467.382 acre tract described in Volume 2197, Page 1465, Official Public Records of Ellis County, Texas, to a point for a corner

THENCE South 71°23'59" East, a distance of 553.57 feet, on a line 10' offset of and parallel to a Northwest line of said reserved 16 acre tract, to a point for corner;

THENCE South 25°56'44" East, a distance of 650.16 feet, on a line 10' offset of and parallel to a Northwest line of said reserved 16 acre tract, to a point for corner;

THENCE South 60°12'24" West, a distance of 650.36 feet, on a line 10' offset of and parallel to a Southwest line of said reserved 16 acre tract, to a point for corner;

THENCE South 29°47'36" East, a distance of 3091.45 feet, on a line 10' offset of and parallel to an East line of the Erique Gascoyne tract as described in Volume 1440, Pg. 352, Official Public Records of Ellis County, Texas, to a point for corner;

THENCE South 60°15'39" West, a distance of 418.74 feet, on a line 10' offset of and parallel to a South line of said Erique Gascoyne tract, to a point for corner;

THENCE South 30°15'18" East, a distance of 798.70 feet, on a line 10' offset of and parallel to an East line of said Erique Gascoyne tract, and of an East line of the Ellis County Water Control

and Improvement District tract as described in Volume 453, Pg. 206, Deed Records of Ellis County, Texas, to a point for corner;

4

THENCE North 62°59'38" East, a distance of 156.50 feet, on a line 10' offset of and parallel to a North line of the Pinhas Bendaya tract as described in Volume 1357, Pg. 125, Official Public Records of Ellis County, Texas, to a point for corner;

THENCE South 30°00'00" East, a distance of 2403.89 feet, on a line 10' offset of and parallel to an East line of said Pinhas Bendaya tract, to a point for corner;

THENCE North 59°08'46" East, a distance of 2209.46 feet, on a line 10' offset of and parallel to a North line of the Rankin L. Hinds 191.12 acres tract described in Volume 570, Page 46, Official Public Records of Ellis County, Texas, and the Elizabeth C. Hill 39.8 acres described in Volume 434, Page 32, Deed Records of Ellis County, Texas, to a point for corner;

THENCE North 29°56'28" West, a distance of 36.66 feet, along a West line of a reserved 24 acre tract out of the 420.724 acre tract described in Volume 2197, Page 1480, Official Public Records of Ellis County, Texas, to a point for corner;

THENCE North 59°30'05" East, a distance of 1022.47 feet, along the North line of said 24 acre reserved tract, to a point for corner;

THENCE South 30°08'12" East, a distance of 1012.47 feet, along the East line of said 24 acre reserved tract, to a point for corner;

THENCE North 59°30'05" East, a distance of 51.29 feet, on a line 10' offset of and parallel to a North line of the John S. Huffman tract as described in Volume 1648, Pg. 610, Official Public Records of Ellis County, Texas, to a point for corner;

THENCE South 30°14'10" East, a distance of 20.01 feet, on a line 10' offset of and parallel to an East line of said John S. Huffman tract, to a point for corner;

THENCE North 59°32'17" East, a distance of 1742.70 feet, on a line 10' offset of and parallel to a North line of said John S. Huffman tract, to a point for corner;

THENCE North 29°54'55" West, a distance of 167.34 feet, on a line 10' offset of and parallel to a West line of the Ann Allen tract containing 80 acres as described in Volume 947, Pg. 872, Official Public Records of Ellis County, Texas, to a point for corner;

THENCE North 60°10'57" East, a distance of 686.58 feet, on a line 10' offset of and parallel to a North line of the said Ann Allen 80 acre tract, to a point for corner;

THENCE South 30°25'14" East, a distance of 1233.63 feet, on a line 10' offset of and parallel to an East line of the said Ann Allen 80 acre tract, to a point for corner;

THENCE North 60°51'37" East, a distance of 1587.88 feet, on a line 10' offset of and parallel to the North line of the Ann Allen tract containing 64.2 acres as described in Volume 947, Pg. 872, Official Public Records of Ellis County, Texas, to a point for corner;

(14)

THENCE North 29°54'52" West, a distance of 1791.39 feet, on a line 10' offset of and parallel to the West line of a 50 Acre tract as described in Volume 716, Pg. 545, and along the West line of a

5

80 Acre tract as described in Volume 531, Pg. 1001, Deed Records of Ellis County, Texas, to a point for corner;

THENCE North 57°38'45" East, a distance of 105.51 feet, on a line 10' offset of and parallel to a North line of said 80 acre tract, to a point for corner;

THENCE North 30°21'10" West, a distance of 948.25 feet, on a line 10' offset of and parallel to a West line of a 30.88 acres tract described in Volume 531, Page 1001, Deed Records of Ellis County, Texas, to a point for corner;

THENCE North 29°54'10" West, a distance of 1223.70 feet, on a line 10' offset of and parallel to a West line of a 35.459 acres tract described in Volume 2100, Page 1340, Official Public Records of Ellis County, Texas, to a point for corner;

THENCE North 29°55'32" West, a distance of 529.72 feet, on a line 10' offset of and parallel to a West line of a 10 acre tract as described in Volume 2083, Pg. 2308, Official Public Records of Ellis County, Texas, to a point for corner;

THENCE North 59°16'35" East, a distance of 642.71 feet, on a line 10' offset of and parallel to a North line of said 10 acre tract, to a point for corner;

THENCE North 30°15'40" West, on a line 10' offset of and parallel to a West line of a 3.039 acre tract as described in Volume 2057, Page 1195, Official Public Records of Ellis County, Texas, passing the City Limits of Waxahachie Texas at a distance of 239.07 feet, and continuing a total distance of 242.66 feet, to a point for corner;

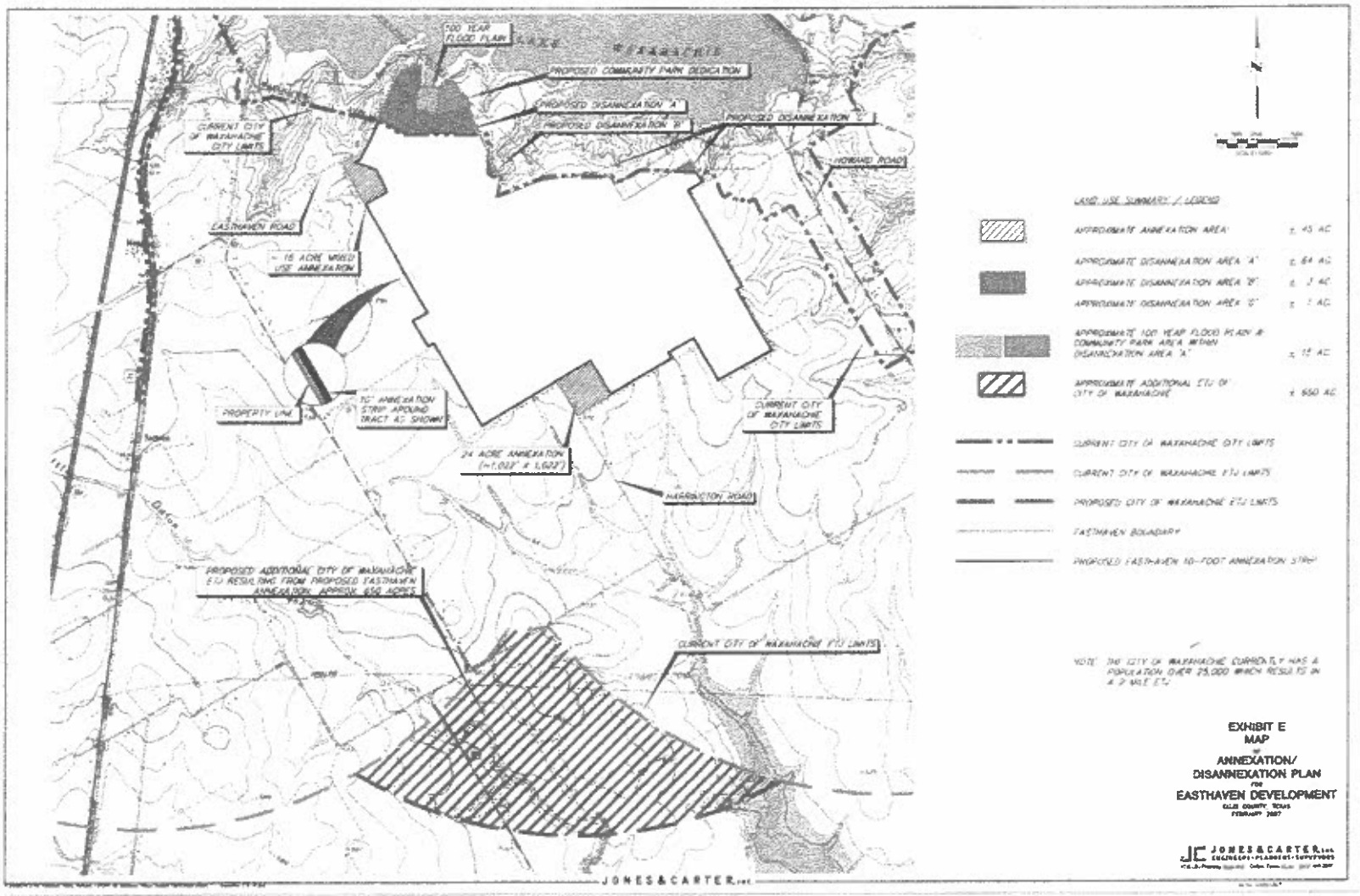
THENCE North 59°44'20" East, a distance of 10.00 feet, to the **POINT OF BEGINNING**, and containing **45.096 ACRES**, more or less.

TRACT 2 Description:

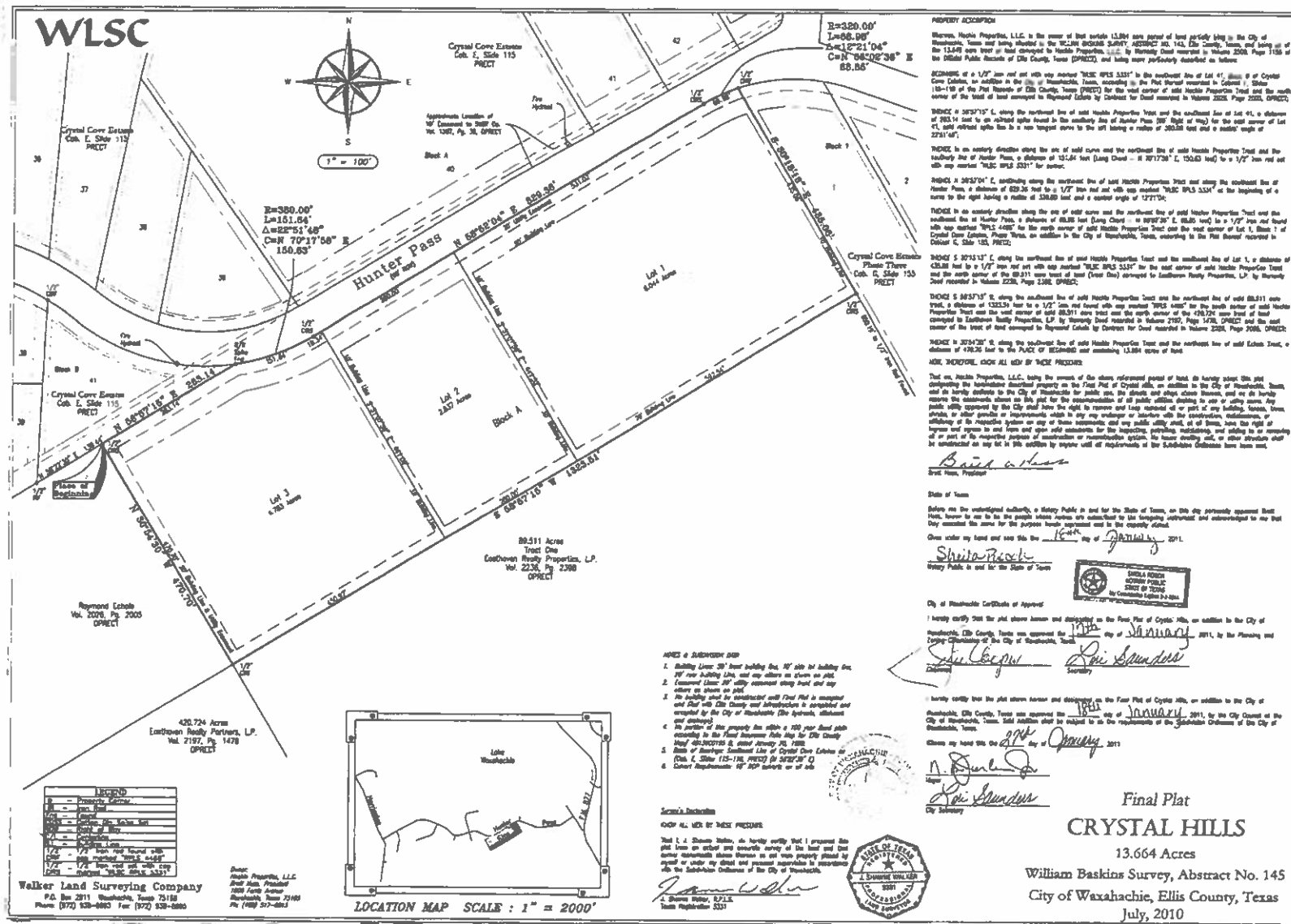
BEING THAT CERTAIN TRACT OF LAND SITUATED IN THE PLACIDIO MCEARLEY SURVEY, ABSTRACT NUMBER 741, THE PUERTO TIERRA IRRIGATION COMPANY SURVEY, ABSTRACT NUMBER 1238 AND THE WILLIAMS BASKINS SURVEY, ABSTRACT NUMBER 145, ELLIS COUNTY, TEXAS AND BEING LOT 3, BLOCK A OF CRYSTAL HILLS, AN ADDITION TO THE CITY OF WAXAHACHIE, ELLIS COUNTY, TEXAS, AS RECORDED IN CABINET "H", SLIDE 798 OF COUNTY RECORDS, ELLIS COUNTY, TEXAS. (4.783 ACRES)

(14)

TRACT 1 Depiction:
(area shown as annexation land is to be disannexed under this Agreement)



(51)



TAXING UNIT: _____

Resolution No. _____

RESOLUTION OF **VOTES CAST** TO ELECT DIRECTORS FOR THE ELLIS
APPRAISAL DISTRICT FOR THE YEARS 2024-2025*

WHEREAS, Section 6.03 (k) of the Texas Property Tax Code, requires that each taxing unit entitled to vote cast their vote by Resolution and submit results of that vote to the Chief Appraiser of the Ellis Appraisal District before December 15, 2023.

THEREFORE, the _____ submits the attached Official Ballot, as issued by the Chief Appraiser, stating the votes cast for candidates in the 2024-2025 Board of Directors' Election for the Ellis Appraisal District.

ACTION TAKEN this _____ day of _____, 2023, in _____ Session of the governing body of the above mentioned taxing unit; as authorized under Section 6.03 of the Texas Property Tax Code, for the purpose of casting votes to elect the Board of Directors of the Ellis Appraisal District.

Presiding Officer

ATTEST:

City Secretary

*This election is for 2024. SB2 becomes effective 7/1/2024 and Section 6.0301 requires another election to take place prior to December 31, 2024 to appoint five directors who will begin serving January 1, 2025.

In that election, two of these appointed directors will serve a term of one year and three will serve a term of three years. I am seeking counsel on how this will be determined, but do not have an answer yet. This is only to inform you, as I understand this new law, there will be another election in 2024.

(15)

OFFICIAL BALLOT
TO
ELECT THE 2024 BOARD OF DIRECTORS
FOR THE ELLIS APPRAISAL DISTRICT

Issued to: CITY OF WAXAHACHIE


Number of Votes: 346

Directions: Please enter the number of votes cast on the blank space opposite the name of the candidate. You may cast all of your votes for one candidate or divide your votes among any number of the candidates.

CANDIDATES (listed alphabetically)

RUSTY BALLARD	_____
CORNEL BENFORD II	_____
TRAVIS BRUTON	_____
WALTER ERWIN	_____
DAVID HURST	_____
RICK KEELER	_____
SHERRON MOSLEY	_____
DANI MUCKLEROY	_____
MACHANTA NEWSON	_____
GEORGE RICKS	_____

Issued under my hand this 22nd day of October, 2023.



Kathy A. Rodriguez, RPA
Chief Appraiser
Ellis Appraisal District

Texas Property Tax Code Sec. 6.03. Board of Directors.

(a) The appraisal district is governed by a board of directors. Five directors are appointed by the taxing units that participate in the district as provided by this section. If the county assessor-collector is not appointed to the board, the county assessor-collector serves as a nonvoting director.

2024 Ellis Appraisal District Board of Directors' Candidate Information

Please find information for the nominated candidates:

*Rusty Ballard
Cornel Benford II
Travis Bruton*

*Walter Erwin
David Hurst
Rick Keeler
Sherron Mosley*

*Dani Muckleroy
Machanta Newson
George Ricks*

Rusty Ballard – Mr. Ballard was nominated by Ellis County. Mr. Ballard is a longtime resident of Ellis County and has lived primarily in the Forreton area for the past 40 years. Over the years Mr. Ballard has served the community in public office and city commissions for Ellis County and the City of Waxahachie. He received his Bachelor of Science degree in Criminal Justice from the University of Texas at Arlington and his Master of Science degree in Forensic Studies from Stevenson University. Mr. Ballard works as a claims investigator for CoventBridge Group LLC focusing on the insurance industry.

Cornel Benford II - Mr. Benford was nominated by the City of Glenn Heights. Mr. Benford earned his Bachelor of Science in Information Systems from DePaul University in Chicago. His career started in 2012 in California working for 3M. Since 2015 Mr. Benford began in the Pharmaceuticals Industry as a Primary Healthcare Representative I. Mr. Benford moved to Texas in 2017 and continued in the Healthcare arena as a Sales Representative at Pfizer, an Oncology Sales Representative for Ferring Pharmaceuticals, a Sales Representative at Romark Pharmaceuticals, and an ADHD Account Manager at Ironshore Pharmaceuticals. In 2022 Mr. Benford became a Solution Architect at Leica Biosystems.

Travis Bruton - Mr. Bruton was nominated by the City of Glenn Heights. Mr. Bruton earned his Bachelor of Business Administration in Finance at the University of Memphis and his Master of Business Administration at American Intercontinental University in Florida. His career started as an Accountant working with The ADT Corporation in Security Services in Florida. In 2013 Mr. Bruton moved to Texas to work with the Westwood Holding Group, followed by McKesson and Trinity Industries, Inc. as a Senior Accountant. In 2020, Mr. Bruton became the Principal Owner of Total Mortgage and Lending Solutions. He has served the City of Glenn Heights creating the first Youth Advisory Council and was elected in 2017 and 2021 as a City Councilman. He also served as the Vice Chair of the Small Cities Council with the National League of Cities.

Walter Erwin - Mr. Erwin was nominated by the City of Midlothian. Mr. Erwin has served on the Ellis Appraisal District Board of Directors as the Chairman of the Board of Directors in 2022 and 2023 and as a Member for a part of 2021. He was in the US Army Reserve from 1964-1971 while simultaneously earning his BBA from the University of Texas. From 1973-2018, he was the President and CEO of Erwin Distributing Co, Inc. DBA Wally's Party Factory while also founding Party Club of America and was co-owner/founder of Halloween and Party Expo, selling these businesses by 2018. Mr. Erwin remains the Managing Member of Erwin Properties, LP (I & II) and remains on the Ennis State Bank Board of Directors since 1985. He volunteered as the Vice-President of the Ennis Industrial Foundation in the 1970-80's and the Trinity River Authority of Texas from 1982-1993, serving as the President of their Board of Directors from 1991-1993.

David Hurst - Mr. Hurst was nominated by the City of Midlothian and Midlothian ISD. Mr. Hurst has served on the Ellis Appraisal District Board of Directors as a Member for a portion of 2023. He has been a resident of Ellis County since 1994. Mr. Hurst has been a licensed Texas Architect since September 1988 after graduating from the School of Architecture at the University of Texas. Professionally he has served as CEO for Integrated Builders from 2000-2008, Vice President of Southern Cross from 2009-2011 and is currently President of Falcon Construction Advisors. Mr. Hurst is the Former President and Chairman of the Board for Midlothian Economic Development Corporation.

2024 Ellis Appraisal District Board of Directors' Candidate Information

Please find information for the nominated candidates:

*Rusty Ballard
Cornel Benford II
Travis Bruton*

*Walter Erwin
David Hurst
Rick Keeler
Sherron Mosley*

*Dani Muckleroy
Machanta Newson
George Ricks*

Richard (Rick) Keeler - Mr. Keeler was nominated by the City of Midlothian. Mr. Keeler has served on the Ellis Appraisal District Board of Directors as a Member for 2022-2023. He has been a resident of Waxahachie since 1985, serving on the Waxahachie Planning and Zoning Commission as Chairman, on the City of Waxahachie Economic Development Commission and on the Steering Committee for the Waxahachie Economic Development Plan. He attended De Soto High School, received a BBA in Finance from Sam Houston State University and attended the School of Banking of the South at Louisiana State University. Professionally, Mr. Keeler has been with Options Real Estate Investments, Inc. since 1996, from 1981-1996 worked with Community and Commercial Banking and is a member of the Congress for the New Urbanism. He volunteers with Waxahachie Youth Baseball and the Waxahachie YMCA.

Sherron Mosley – Mr. Mosley was nominated by the City of Glenn Heights. He is a Real Estate Agent at JPAR-Arlington Real Estate and served as a Safety Officer at The Potter's House from 2017-2021. Mr. Mosley is a City Councilmember for the City of Glenn Heights.

Dani Muckleroy - Ms. Muckleroy was nominated by the City of Midlothian. Ms. Muckleroy has served on the Ellis Appraisal District Board of Directors as the Secretary for 2022-2023 and as a Member for a part of 2021. Ms. Muckleroy has been a resident of Ovilla for 28 years. She owned a retail gift shop in Duncanville for 14 years. She is a volunteer and supporter of several non-profit groups that meet the needs of marginal families with an emphasis on children. She has served on the Advisory Council of the Ellis County Salvation Army for 13 years and on the Board at Daniel's Den for one term. She presently serves, using her many years in accounting, on the Finance Committee of First United Methodist Church of Red Oak, understanding budgets and the reason for them. Ms. Muckleroy is a CASA volunteer and a mentor at Red Oak High School.

Manchanta Newson - Ms. Newson was nominated by the City of Glenn Heights. Ms. Newson earned her Bachelor of Social Work at Mississippi State University in 2003 and her Master of Science in Social Work in 2006 from the University of Tennessee. She started her career in 2006 as a Clinical Therapist and in 2007 moved into working in many different roles with the Department of Veterans Affairs, continuing currently as a Medical Foster Home Coordinator/Social Work Supervisor with the VA. Ms. Newson also is the Executive Director of Kennedi Kares in Glenn Heights and a Psychotherapist/Owner of Village Counseling & Consulting PLLC in Ovilla. She is a Licensed Clinical Social Worker in Texas and Tennessee and a Texas Board Approved Clinical Supervisor. Ms. Newson is a member of the Academy of Clinical Social Workers and an Active Member of the National Association of Social Workers. Ms. Newson has served as a City Councilmember for the City of Glenn Heights since 2017.

George Ricks - Mr. Ricks was nominated by the Midlothian ISD. Mr. Ricks graduated in 1977 with a Bachelor of Science in Chemical Engineering from the University of Oklahoma and in 1990 earned his Master of Business Administration from the University of Texas at Dallas. From 1977-2006 in Texas, he held positions including Petroleum Engineer, Sr. Drilling Engineer, Production Engineer, Contract Engineer, Sr. Engineering Specialist for companies such as Hunt Energy, Sunmark Exploration, May Petroleum, American Oil Partners, and Anadarko Petroleum Corporation. From 2007 to 2013, he was a Sr. Production Engineer for Reef Exploration, LP, and a Sr. Staff Operations Engineer for Pioneer Natural Resources from 2013-2019. Mr. Ricks retired in May of 2019.



(15)

ELLIS APPRAISAL DISTRICT
400 Ferris Ave * PO Box 878
Waxahachie, Texas 75168
972-937-3552 * Toll Free 1-866-348-3552
ecad@elliscad.com

Board of Directors
T. Walter Erwin, Chairman
Diana B. Muckleroy, Secretary
David Hurst, Member
Richard Keeler, Member
Ken Marks, Member
Richard Rozier, Non-voting Member

Kathy Rodrigue, Chief Appraiser

September 12, 2023

Voting Taxing Units of the Ellis Appraisal District:

It is election time and the **2024-2025 Board of Directors Taxing Unit Voting Entitlements** are enclosed.

*This election is for 2024, SB2 becomes effective 7/1/2024 and Section 6.0301 requires another election to take place prior to December 31, 2024 to appoint five directors who will begin serving January 1, 2025. In that election, two of these appointed directors will serve a term of one year and three will serve a term of three years. I am seeking counsel on how this will be determined, but do not have an answer yet. This is only to inform you, as I understand this new law, there will be another election in 2024.

The FIRST step for in this process is NOMINATIONS. Each taxing unit may **nominate by resolution** adopted by its governing body (sample enclosed) one candidate for each position to be filled on the board of directors. The presiding officer of the governing body of the unit shall submit the name(s) of the unit's nominee(s) to the chief appraiser before October 15th.

Before October 30th, the chief appraiser will prepare a ballot, listing the candidates and shall deliver a copy of the ballot to the presiding officer of your unit. **The SECOND step for you in this process is to VOTE.** The governing body shall determine its **vote by resolution** (sample enclosed) and submit it to the chief appraiser before December 15th. Your voting entitlement may be cast for one candidate or distributed as the governing body chooses. It takes **834 votes** to secure a position on the board. The chief appraiser will count the votes, declare the five candidates who received the largest cumulative vote totals elected, and submit the results before December 31st to each governing body. **Taxing Units with more than 5% of the total vote are listed on separate page and have additional requirements under Section 6.03(k-1).**

Please mark these dates for the governance of the Ellis Appraisal District:

Before October 15	Your governing body submits candidate(s) name(s) (with bio) to the chief appraiser
Before October 30	I will prepare and deliver a ballot to the presiding officer of your unit
Before December 15*	Your governing body will vote by resolution and submit to the chief appraiser
Before December 31	I will send the results of the election to each governing body

Please make plans on your scheduled meetings to consider and act on these matters. Your vote is very important to the continued dedicated leadership of this board.

I have asked the current board members about their interest in serving another term. Walter Erwin, Dani Muckleroy, Richard Keeler and David Hurst are willing to continue to serve. I am enclosing the history of the current board members.

So that all taxing units in the election are familiar with new candidates, **please submit a short bio and contact information** (email and cell phone) **for any newly nominated candidate.** Please contact me if you have any questions.

Respectfully submitted,

Kathy Rodrigue, RPA

Taxing Units with More than 5% of Total Votes in Board of Directors Election

SECTION 3. Section 6.03, Tax Code, is amended by amending Subsection (k) and adding Subsection (k-1) to read as follows:

(k) Except as provided by Subsection (k-1), the [The] governing body of each taxing unit entitled to vote shall determine its vote by resolution and submit it to the chief appraiser before December 15. The chief appraiser shall count the votes, declare the five candidates who receive the largest cumulative vote totals elected, and submit the results before December 31 to the governing body of each taxing unit in the district and to the candidates. For purposes of determining the number of votes received by the candidates, the candidate receiving the most votes of the conservation and reclamation districts is considered to have received all of the votes cast by conservation and reclamation districts and the other candidates are considered not to have received any votes of the conservation and reclamation districts. The chief appraiser shall resolve a tie vote by any method of chance.

(k-1) This subsection applies only to an appraisal district established in a county with a population of 120,000 or more. The governing body of each taxing unit entitled to cast at least five percent of the total votes must determine its vote by resolution adopted **at the first or second open meeting of the governing body that is held after the date the chief appraiser delivers the ballot to the presiding officer of the governing body.** The governing body must submit its vote to the chief appraiser not later than the third day following the date the resolution is adopted.

This law applies to the following taxing units that make up 85% of the total votes:

Ellis County	15.00%	with 750 votes
Ennis ISD	9.45%	with 473 votes
Midlothian ISD	20.38%	with 1,019 votes
Red Oak ISD	7.86%	with 393 votes
Waxahachie ISD	18.19%	with 910 votes
City of Midlothian	7.21%	with 360 votes
City of Waxahachie	6.91%	with 346 votes