

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 **May 18, 2026 at 7:00 p.m.**

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

1. Call to Order
2. Invocation
3. Pledge of Allegiance and Texas Pledge of Allegiance
4. ***Announcements/Presentations***
 - a. Introduce Honorary Council Member
 - b. Proclamation recognizing May 17-23, 2026 as “National Public Works Week”
5. ***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 three (3) minute time limit.***

In order to be recognized during Public Comments or during a Public Hearing, please complete a Public Appearance Card located at the entrance of the meeting room. If you would like to speak on more than one Public Hearing item, please submit a separate card for each item. Please present the card(s) to the City Secretary, or their designee, by 6:50 p.m., ten minutes before the start of the 7:00 p.m. regular business meeting. [Online Public Appearance Cards](#) must be submitted by 4:00 p.m. on the day of the meeting.
6. ***Consent Agenda***

All matters listed under Item 6, 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 May 4, 2026
 - b. Event application for Turkey Trot 2026 to be held at Getzendaner Park on November 26, 2026
 - c. Event application for 2026 Juneteenth Parade and Picnic to be held at Lee Penn Park on June 20, 2026

- d. Event application for Junk in the Trunk to be held in Downtown Waxahachie on September 19, 2026
 - e. Event application for Think Pink Women’s Wellness Experience to be held at Railyard Park on October 17, 2026
 - f. Proposed Ordinance approving a request by Conner Maines, for a Petition for ETJ Release for approximately 6.489 acres, located at 500 Youngblood Rd (Property ID 195557) – Owner: Conner and Victoria Maines (ETJ-PTN-37-2026)
 - g. Proposed Ordinance approving a request by Callie Gutierrez, for a Petition for ETJ Release for approximately 0.40 acres, located at 614 Old Church Road (Property ID 217180) – Owner: Paul Ruiz (ETJ-PTN-40-2026)
 - h. Proposed Ordinance approving a request by Charles Johnson, for a Petition for ETJ Release for approximately 15.1 acres, located at 1080 Broadhead Road (Property IDs 247556, 235629) – Owners: Charles and Rose Johnson (ETJ-PTN-95-2025)
 - i. Accept FY 2026 Impact Fee Revenue and Expenditure Activity Mid-Year Report
 - j. Resolution to Suspend a Rate Increase Request by SiEnergy
7. **Receive** Fiscal Year 2026 2nd Quarter Financial Report
 8. **Consider** proposed Resolution executing matters related to approving and authorizing an agreement for the construction and funding of authorized improvements and reimbursement of advances for the Waxahachie PID No. 1
 9. **Convene** into Executive Session to deliberate economic development incentives, as permitted by Texas Government Code Section 551.087; to deliberate the purchase, exchange, lease, or value of real property for municipal purposes, as permitted by Texas Government Code Section 551.072; to deliberate personnel matters, including the appointment, evaluation, duties or dismissal of any member of a City board or commission, as permitted by Texas Government Code Section 551.074; to consult with City Attorney regarding legal issues associated with City Code and Charter provisions and consultation with City Attorney regarding pending and anticipated litigation, as permitted by Texas Government Code Section 551.071, and all matters incident and related thereto
 10. **Reconvene** and take any necessary action
 11. Comments by Mayor, City Council, City Attorney and City Management
 12. 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.

ACCESSIBILITY STATEMENT

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 ADA Coordinator at (469) 309-4000 or (TDD) 1-800-RELAY TX

(4b)

PROCLAMATION

WHEREAS, public works professionals focus on public infrastructure, facilities and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life and well-being of the residents of Waxahachie, Texas; and

WHEREAS, these infrastructure, facilities and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers, and employees at all levels of government and the private sector, who are responsible for rebuilding, improving, and protecting our public transportation, water supply, water treatment, wastewater collection, wastewater treatment, public buildings, and other structures and facilities essential for our citizens; and

WHEREAS, it is in the public interest for the citizens, civic leaders, and children in Waxahachie, Texas to gain knowledge of and maintain an ongoing interest and understanding of the importance of public works and public works programs in their respective communities; and

WHEREAS, the year 2026 marks the 66th annual National Public Works Week sponsored by the American Public Works Association.

NOW THEREFORE, be it resolved that I, Billie Wallace, Mayor of the City of Waxahachie, along with the entire City Council, do hereby designate the week May 17–23, 2026 as

“NATIONAL PUBLIC WORKS WEEK”

and urge all citizens to join with representatives of the American Public Works Association, government agencies, City’s Public Works and Utility departments in activities, events, and ceremonies designed to pay tribute to our public works and utility professionals, engineers, managers, and employees, and to recognize the substantial contributions they make to protecting our national health, safety, and advancing quality of life.

Proclaimed this 18th day of May 2026.

MAYOR

ATTEST:

CITY SECRETARY

City Council
May 4, 2026

(ua)

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, May 4, 2026 at 7:00 p.m.

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

Others Present: Ricky Boyd, City Manager
Shon Brooks, Assistant City Manager
Terry Welch, City Attorney
Amber Villarreal, City Secretary

1. Call to Order

Mayor Billie Wallace called the meeting to order.

2. Invocation

3. Pledge of Allegiance and Texas Pledge of Allegiance

City Manager Ricky Boyd gave the invocation. Mayor Wallace led the Pledge of Allegiance and the Texas Pledge of Allegiance.

4. Announcements/Presentations

- a. Introduce Honorary Council Member
- b. Proclamation recognizing May as "National Preservation Month"
- c. Proclamation recognizing May 3-9, 2026 as "Professional Municipal Clerks Week"
- d. Proclamation recognizing May 3-9, 2026 as "National Travel and Tourism Week"
- e. 2026 Recognition Status - Keep Texas Beautiful Affiliation

There was not an Honorary Council Member in attendance.

Mayor Pro Tem Patrick Souter presented the proclamation recognizing May as "National Preservation Month."

Council Member Tres Atkins presented the proclamation recognizing May 3-9, 2026 as "Professional Municipal Clerks Week."

Council Member Chris Wright presented the proclamation recognizing May 3-9, 2026 as "National Travel and Tourism Week." Laurie Mosley, Convention and Visitors Bureau Director, recognized the multiple hospitality partners who have a significant impact to our community.

Council Member Travis Smith recognized Waxahachie as a Keep Texas Beautiful Affiliate and applauded the efforts of the Keep Waxahachie Beautiful Committee.

(6a)

5. Public Comments

Jennifer Chelwick, 2222 Abela, Waxahachie, Texas, raised concerns about the city's handling of animal-related issues and urged city officials to pursue more effective, concrete solutions, such as establishing a dedicated facility, rather than relying primarily on volunteer efforts.

6. Consent Agenda

- a. Minutes of the City Council meeting of April 20, 2026
- b. Minutes of the City Council work session of April 14, 2026
- c. Consider appointments to the Animal Care Advisory Committee to fill an unexpired term and add two additional citizen members
- d. Application from What's SUP + Kayaks for Seasonal Vendor Permit at Lake Waxahachie
- e. Proposed Ordinance approving a request by Chris Oliver, for a Petition for ETJ Release for approximately 7.53 acres, located directly east of 6 James Court (Property ID 183484) – Owner: Angel Gonzales (ETJ-PTN-30-2026)
- f. Proposed Ordinance approving a request by Terrance Stewart, for a Petition for ETJ Release for approximately 3.207 acres, located at 1081 Curtis Ray Road (Property ID 269498) – Owner: Terrance Stewart (ETJ-PTN-31-2026)
- g. Proposed Ordinance approving a request by James Borders, for a Petition for ETJ Release for approximately 40.646 acres, located at 2055 Gibson Road (Property ID 192103) – Owners: James and Judy Borders (ETJ-PTN-34-2026)
- h. Consider awarding a Construction Manager at Risk (CMAR) contract for the New Fire Station 1 Project in the amount of \$963,580
- i. Proposed ordinance re-establishing classified positions under Civil Service

ORDINANCE NO. 3721

AN ORDINANCE AUTHORIZING THE RELEASE FROM THE CITY OF WAXAHACHIE'S EXTRATERRITORIAL JURISDICTION OF A 7.53 ACRE TRACT OF LAND, LOCATED DIRECTLY EAST OF 6 JAMES COURT, KNOWN AS PROPERTY ID 183484, AND ORDERING THE CHANGING OF THE CITY OF WAXAHACHIE'S EXTRATERRITORIAL JURISDICTION BOUNDARY MAP IN ACCORDANCE WITH SAID CHANGE.

ORDINANCE NO. 3722

AN ORDINANCE AUTHORIZING THE RELEASE FROM THE CITY OF WAXAHACHIE'S EXTRATERRITORIAL JURISDICTION OF A 3.207 ACRE TRACT OF LAND, LOCATED AT 1081 CURTIS RAY ROAD, KNOWN AS PROPERTY ID 269498, AND ORDERING THE CHANGING OF THE CITY OF WAXAHACHIE'S EXTRATERRITORIAL JURISDICTION BOUNDARY MAP IN ACCORDANCE WITH SAID CHANGE.

(lea)

ORDINANCE NO. 3723

AN ORDINANCE AUTHORIZING THE RELEASE FROM THE CITY OF WAXAHACHIE'S EXTRATERRITORIAL JURISDICTION OF A 40.646 ACRE TRACT OF LAND, LOCATED AT 2055 GIBSON ROAD, KNOWN AS PROPERTY ID 192103, AND ORDERING THE CHANGING OF THE CITY OF WAXAHACHIE'S EXTRATERRITORIAL JURISDICTION BOUNDARY MAP IN ACCORDANCE WITH SAID CHANGE.

ORDINANCE NO. 3724

AN ORDINANCE OF THE CITY OF WAXAHACHIE, TEXAS, ESTABLISHING AND RE-ESTABLISHING CLASSIFIED POSITIONS UNDER CIVIL SERVICE IN THE FIRE AND POLICE DEPARTMENTS, REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING AN EFFECTIVE DATE.

Action:

Chris Wright moved to remove Item h. for additional discussion, approve all other items on the Consent Agenda, and authorize the City Manager and/or Mayor to execute all necessary documents. Motion was seconded by Travis Smith and carried unanimously (5-0).

City Manager Boyd explained Item h. concerns selecting a construction manager at risk for the new Fire Station No. 1, which is currently in the design phase. The construction manager will be responsible for coordinating subcontractors, working with the architect and engineers, and securing a guaranteed maximum price to guide the project through construction to completion.

Leila Cole, Purchasing Manager, noted that the project was competitively procured, advertised as required, receiving approximately 10 to 12 responses to the Request For Proposals, and she confirmed a thorough evaluation of the proposals was conducted.

Action:

Chris Wright moved to approve Item h. on the Consent Agenda and authorize the City Manager and/or Mayor to execute all necessary documents. Motion was seconded by Travis Smith and carried unanimously (5-0).

- 7. Public Hearing on a request by David McDill, Davis & McDill for a Replat of part of Lot 2, Block 175, TOWN ADDITION, to create Lots 2R-A, 2R-B, and 2R-C, Block 175, of the TOWN ADDITION, 3 Residential Lots, being 0.679 acres, located at 305 Frierson Street, (Property ID 171328, 171339, & 171340) – Owner: Scott Ronald and Kimberly R. (SUB-27-2026)**

Trenton Robertson, Director of Planning, presented the Item and applicant Ronald Scott requested approval. The applicant requests to replat the subject property into three new residential lots. The subject property is located in the Single-Family-3 (SF-3) zoning district and the proposed replat contains two lots that comply with the lot size and dimension requirements of the SF-3 zoning district and one lot that does not meet minimum standards. The applicant has filed a Petition for Hardship Waiver to eliminate the typical right-of-way (ROW) and utility easement dedication requirements along Frierson Street and partially along Young Street and to eliminate the minimum

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lot size requirement. This request has been made due to the location of existing homes on the subject property. 15' utility easements and 25' of right-of-way would be required along both Frierson and Young Street. Complying strictly with the typical dedication requirements would necessitate the demolition of both existing homes. Five (5) to eight (8) feet of ROW dedication and Utility Easements would be required along Frierson Street while fourteen (14) feet of ROW dedication and utility easements would be required along a portion of Young Street. In lieu of the typical requirements, the applicant proposes to dedicate a utility easement up to the existing structures and proposes not to dedicate any ROW. Staff has requested that the applicant dedicate the proper ROW and Utility Easement on the portions of Young Street that do not have structures.

During the review of the replat application, staff identified technical items that conflict with the requirements of the Waxahachie Subdivision Ordinance. These technical items are required to be corrected prior to filing the replat. The correction of each item has been identified as a condition of approval in the staff recommendation included in the staff report.

Mayor Wallace opened the Public Hearing at approximately 7:36 p.m.

There being no others to speak for or against SUB-27-2026, Mayor Wallace closed the Public Hearing at approximately 7:37 p.m.

8. Consider approving SUB-27-2026

Action:

Tres Atkins moved to approve SUB-27-2026, a Replat of the Town Addition, Lots 2R-A, 2R-B, and 2RC, Block 175, subject to the conditions the staff report, authorizing the Planning & Zoning Commissioner to sign the associated documents accordingly. Motion was seconded by Travis Smith and carried unanimously (5-0).

9. Public Hearing on a request by Josh Yusten, Evolution Homes, for a Zoning Change from a PD-23-SF-1 zoning district to Planned Development Single Family-1 (PD-SF-1) zoning district located at 101 Waterfront Drive (Property ID 175089) – Owner(s): JRM-REI LLC (ZDC-9-2026)

Mr. Robertson presented the Item and applicant Jacob Johnson requested approval. The subject property is currently developed with a primary structure totaling 1,792 square feet and an accessory structure of approximately 340 square feet, situated on approximately 0.26 acres (11,761 square feet). According to the Ellis County Appraisal District (ECAD), the existing primary structure was constructed in 1970 and the existing accessory structure was constructed in 1980. A second accessory structure previously existed directly behind the primary structure; however, it has since been demolished by the property owner during the submittal process of this Planned Development (PD) application. City records and ECAD do not indicate when this second structure was originally constructed.

Currently, the remaining accessory structure and a portion of the primary structure encroach into City owned property associated with Lake Waxahachie. As a result, the property owner is proposing to redevelop the lot with the intent to comply with the standards of PD-23-SF-1 to the greatest extent possible. However, additional exceptions are being requested, which the property owner seeks to address through the establishment of a new PD.

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The applicant proposes to demolish all existing structures due to encroachments into City property and to construct a new dwelling within the subject property boundaries.

The proposed development does not meet certain requirements of the PD-23-SF-1 zoning district, including standards related to lot area, lot width, lot depth, and yard setbacks. Therefore, the applicant is requesting approval of a PD-SF-1 designation to allow for the construction of a single-family dwelling unit totaling 2,412 square feet.

Staff recommends approval of the PD application request given that the property owner intends to demolish all structures that are located outside of the subject property boundaries and have worked with staff to ensure that the future development remains entirely within those boundaries and consistent with the development pattern of the surrounding area.

To comply with State law contained in Local Government Code Chapter 211 and the City's public hearing notice requirements, six notices were mailed to property owners within 200 feet of the request. At the time of the staff report, staff received no letters in support or opposition to this request.

Mayor Wallace opened the Public Hearing at approximately 7:40 p.m.

There being no others to speak for or against ZDC-9-2026, Mayor Wallace closed the Public Hearing at approximately 7:40 p.m.

10. Consider proposed Ordinance approving ZDC-9-2026

ORDINANCE NO. 3725

AN ORDINANCE AUTHORIZING A ZONING CHANGE FROM PLANNED DEVELOPMENT DISTRICT NUMBER 23 – SINGLE FAMILY-1 (PD-23-SF-1) TO PLANNED DEVELOPMENT DISTRICT- SINGLE FAMILY-1 (PD-SF-1) LOCATED AT 101 WATERFRONT DRIVE IN THE CITY OF WAXAHACHIE, ELLIS COUNTY, TEXAS, BEING 0.26 ACRES KNOWN AS PROPERTY ID 175089, AND ORDERING THE CHANGING OF THE ZONING MAP THEREOF IN ACCORDANCE WITH SAID CHANGE.

Action:

Patrick Souter moved to approve ZDC-9-2026, a Zoning Change from a PD-23-SF-1 to Planned Development – Single Family-1 (PD-SF-1), subject to the conditions the staff report, authorizing the Mayor and/or City Manager to execute all documents accordingly. Motion was seconded by Chris Wright and carried unanimously (5-0).

11. Public Hearing on a request by Dutch Neuweiler, Minto Communities Texas, LLC, for an Amendment to Ordinance No. 3704, to revise the location of the Welcome Center and update associated Exhibits within the approved Planned Development, located at 300 Brookside Road (Property ID's 179468, 179534, 182520, 187960, 189323, 189326, 189333, 189336, 192306, 193815, 193822, 193823, 234203, 263786, 264568, 303651, 303652) – Owners: Minto KR, LLC (ZDC-24-2026)

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Mr. Robertson announced that the applicant has requested to continue case number ZDC-24-2026 from the May 4, 2026 City Council meeting to the June 1, 2026 City Council Meeting.

Councilman Smith clarified that ZDC-24-2026 primarily establishes the location of certain project elements, such as the welcome center and related structures, within a development. He noted the complexity of the agenda item and asked whether such changes could be handled more simply within the existing planned development. Mr. Robertson explained that an amendment is required because the changes involve moving elements between zoning districts, which triggers the formal amendment process, though similar future adjustments within the same area may be handled more easily if they remain consistent with approved uses.

Action:

Travis Smith moved to continue ZDC-24-2026 to the June 1, 2026 City Council Meeting. Motion was seconded by Chris Wright and carried unanimously (5-0).

12. Consider proposed Ordinance approving ZDC-24-2026

No action taken.

13. Public Hearing on a request by William Dahlstrom, Jackson Walker LLP, to amend the adopted Waxahachie Comprehensive Plan, solely to amend the Thoroughfare Plan for the Kemp Ranch property

Mr. Robertson presented the Item and applicant Brian Cale requested approval. As part of the Kemp Ranch PD (Ordinance 3704), City Council approved a Thoroughfare Exhibit that identified the roadways necessary to serve the proposed development of the subject property. The exhibit identified right-of-way (ROW) that will be necessary for the developer to dedicate and roadway sections that will be necessary for the developer to construct to ensure proper traffic flow. However, the exhibit did not directly align with thoroughfare layout required by the adopted 2024 Waxahachie Thoroughfare Plan. Due to this, the developer is required to amend the adopted Waxahachie Thoroughfare Plan in order to receive impact fee credits for constructing the collector and arterial roadways identified on the exhibit.

The applicant proposes three (3) specific amendments to the Waxahachie Thoroughfare Plan to align it with the proposed location for collector and arterial roadways from the Kemp Ranch PD. These amendments are proposed only on the Kemp Ranch property and do not include changes to the Waxahachie Thoroughfare Plan outside the boundaries of the subject property.

1. Realign the east-west 120' major arterial roadway (Brookside Road) to align with the proposed route from the Kemp Ranch PD. The starting point at the existing Brookside Road Bridge and ending point at Lone Elm Road of this thoroughfare section are proposed to remain the same. Only the alignment through the subject property is adjusted.
2. Realign the north-south 120' major arterial roadway (unnamed) to align with the proposed route from the Kemp Ranch PD. The starting point of this thoroughfare section at FM 1446 and to remain the same. However, the alignment through the subject property and the ending point at FM 875 is adjusted. Additionally, the intersection of this arterial roadway and the east-west major arterial is now specifically proposed to be a roundabout.

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3. Major collector (80') thoroughfares identified in several locations on the 2024 Waxahachie Thoroughfare Plan are eliminated, with the exception of a single realigned section located near the northwest section of the subject property adjacent to FM 875. The realigned section is proposed to provide an additional connection to FM 875 from the interior of the subject property.

Mayor Wallace opened the Public Hearing at approximately 7:45 p.m.

There being no others to speak for or against the proposed Thoroughfare Plan amendment, Mayor Wallace closed the Public Hearing at approximately 7:45 p.m.

14. Consider proposed Ordinance approving an amendment to the Thoroughfare Plan

ORDINANCE NO. 3726

AN ORDINANCE OF THE CITY OF WAXAHACHIE, TEXAS, ADOPTING THOROUGHFARE PLAN AMENDMENT TO THE 2023 COMPREHENSIVE PLAN TO BECOME EFFECTIVE UPON ITS PASSAGE AND APPROVAL.

Action:

Travis Smith moved to approve the proposed Thoroughfare Plan Amendment for the Kemp Ranch property. Motion was seconded by Tres Atkins and carried unanimously (5-0)..

15. Consider a request by James Johnston, Waxahachie Office Condos LLC, for an Amendment to the Montclair Heights Development Agreement (INST. No. 2528373) to allow payment in lieu of the completion of construction of the required traffic signal

Mr. Robertson presented the Item. Representatives for Waxahachie Office Condos LLC and Montclair 287 Land, LLC approached City staff in March of 2026 with concern regarding the timeline for construction of the traffic signal required by the existing Montclair Heights Development Agreement. The Agreement requires construction of the traffic signal to be completed prior to the issuance of a Certificate Occupancy (CO) for the property and does not permit alternatives to construction of the traffic signal. The property owners subsequently submitted a request to amend to the Development Agreement to add options for payment in lieu of completion of the traffic signal that would allow them to receive a Certificate of Occupancy. Payment in lieu of completion is required to take the form of an instrument acceptable to the City. The payment in lieu of construction shall be an amount sufficient for the City to cover the full expense of completing the traffic signal, if necessary.

City Council and staff discussed requirements and protections related to a developer-funded traffic signal and associated infrastructure. The agreement would require the developer to cover all costs, including potential increases for poles, cabling, and roadway work, secured through an acceptable financial instrument such as a bond or letter of credit, with flexibility built into the language.

Council members raised concerns about timing, particularly ensuring construction near a school area avoids peak traffic periods. Staff noted timing restrictions are difficult to enforce due to

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TxDOT coordination, but developers indicated willingness to work during off-peak or nighttime hours, if permitted.

There was also discussion about accelerating or staging traffic signal installation due to long equipment lead times, with engineers confirming the signal is tied to early development phases and already partially planned and submitted to TxDOT.

Action:

Chris Wright moved to approve an Amendment to the Development Agreement for Montclair Heights (INST. No. 2528373) to allow payment in lieu of the completion of construction of the required traffic signal. Motion was seconded by Patrick Souter and carried unanimously (5-0).

16. Consider budget transfer for Asphalt Reconstruction: Grace, W. Parks & Marshall Projects in the amount of \$130,000

James Gaertner, Director of Capital Engineering, presented the Item. On October 20, 2025, City Council awarded construction of the Asphalt Reconstruction project (#488) in the amount of \$922,025, with a total project budget of \$956,025

During construction, clay subgrade was encountered, requiring additional lime stabilization. The pavement width on Marshall Street was also increased to 24 feet from the previous 21 feet, resulting in an increase of approximately 400 square yards. To accommodate these changes, staff is requesting a budget transfer to move the necessary funds from Streets Capital Fund 601 to Asphalt Reconstruction: Grace, W. Parks & Marshall Project fund.

One change that had no financial impact was the removal of Textile Street and the addition of Patrick Street to the Asphalt Reconstruction. This change was necessitated to coincide with ongoing Atmos work on Patrick Street in addition to its heavier use.

The additional proposed \$130,000 budget transfer is available in Streets Capital Fund 601 and brings the total project budget to \$1,086,025.

City staff and Council discussed the project's coordination with Ellis County and TxDOT infrastructure. Mr. Gaertner clarified the project is separate from prior County agreements and covers a section of roadway where the County is maintaining a narrower 21-foot width, while City standards would typically require wider lanes.

Councilman Smith raised concerns that the reduced roadway width could create a bottleneck and worsen drainage and runoff issues, especially given local soil conditions and limited existing ditch capacity. He emphasized potential flooding risks and long-term maintenance concerns if water continues to overtop or flow across the roadway.

Mr. Gaertner explained that the narrower design was chosen primarily to match existing conditions and control costs, with plans to address full city-standard improvements later when adjacent development occurs. Drainage improvements and potential culverts were acknowledged but not fully detailed, with staff noting further coordination and review would be needed.

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Action:

Tres Atkins moved to approve a budget transfer of \$130,000 from the Streets Capital Fund 601 to the Asphalt Reconstruction: Grace, W. Parks & Marshall Project, and authorize the City Manager to execute all necessary documents. Motion was seconded by Chris Wright and carried unanimously (5-0).

17. Consider budget transfer for the Drainage and Sidewalk Improvements at BNSF Railroad Project in the amount of \$300,000

Mr. Gaertner presented the Item. On September 15, 2025, City Council approved a contract with BNSF Railway in the amount of \$270,383 for the installation of railroad track panels for the drainage and sidewalk improvements at the BNSF Railroad Project.

BNSF Railroad has completed installation of a steel pipe beneath the crossing, allowing the City to proceed with construction of the drainage tie-ins. The project also includes three pedestrian crossings across the BNSF Railroad: one (1) at Flat Street and two (2) at S. Rogers Street.

The proposed budget transfer will fund the City's portion of the project, which include: drainage construction, sidewalk improvements, and required BNSF Railroad flagging services during construction.

Staff recommends a budget transfer of \$300,000 from the FY26 Operating Budget Fund 320 BNSF Drainage Project (Project Number #379), bringing the total project budget to \$585,120.

Action:

Chris Wright moved to approve the budget transfer to the Drainage and Sidewalk Improvements at BNSF Railroad Project for \$300,000 from the Operating Budget Fund 320 and authorize the City Manager to execute all necessary documents. Motion was seconded by Patrick Souter and carried unanimously (5-0).

18. Consider budget transfer for the John Arden Drive and Grove Creek Road Asphalt Reconstruction Project in the amount of \$1,500,000

Mr. Gaertner presented the Item. Staff proposes establishing a project budget for the design and construction of an asphalt reconstruction project along John Arden Drive from E. University Avenue to Cedar Street, and along Grove Creek Road from Vista Way to Guadalupe Lane. The project scope includes the construction plans preparation and a geotechnical analysis, with a specific focus on pavement recommendations to mitigate soil issues along John Arden Drive.

Staff recommends a \$1,500,000 budget transfer from Streets Capital Fund 601, to create a project budget for the design and construction of John Arden Drive and Grove Creek Road Asphalt Reconstruction Project.

Council members raised concerns about traffic flow, road safety, drainage issues, and whether certain intersections (including John Arden and Ferris) should be modified or closed to reduce congestion and improve safety. They also questioned whether cul-de-sacs or rerouting could better manage through-traffic.

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City Council and staff discussed roadway durability and drainage, with staff explaining that soil conditions, steep ditches, and prior limited pavement construction have contributed to ongoing maintenance issues. Mr. Gaertner emphasized the need for geotechnical studies to guide long-term solutions rather than repeated resurfacing.

Council and staff also discussed Grove Creek drainage problems, coordination with future development (including Sam's Club and Cardinal Road), and how planned road closures or rerouting would affect water flow. Mr. Gaertner noted that some improvements depend on future development agreements and that engineering work would help determine the best long-term approach.

Action:

Patrick Souter moved to approve the budget transfer of \$1,500,000 from the Street Capital Fund 601 to the John Arden Dr & Grove Creek Rd Asphalt Reconstruction Project and authorize the City Manager to execute all necessary documents. Motion was seconded by Tres Atkins and carried unanimously (5-0).

19. Consider supplemental appropriation for security cameras at the Sports Complex in the amount of \$303,809.54

James Villarreal, Director of Sports Complex, presented the Item. During a budget workshop in 2025, staff was instructed to determine the cost for the purchase and installation of security cameras for the Sports Complex. License plate cameras for the entrance gates as well as dome cameras for all the concession buildings and restroom buildings were discussed and recommended.

Two quotes were received from NCS Network Cabling Services:

- 35 Security cameras For Gates & Buildings \$225,903.78
- 13 Security cameras For Playing Fields \$77,905.76
- 48 Security cameras Total \$303,809.54

The WCDC unreserved fund balance has sufficient capacity to cover the \$303,809.54 supplemental appropriation request.

Council members asked about costs, including maintenance and cloud storage, which were not yet fully defined. They also raised questions about funding, noting the project would likely rely on Waxahachie Community Development Corporation funds and should be considered alongside other competing priorities.

Council members and staff noted this request would improve safety and monitoring capabilities while balancing costs, connectivity, and future scalability.

Action:

Travis Smith moved to approve a supplemental appropriation of \$303,809.54 from the WCDC unrestrictive fund balance to purchase and install security cameras at the Sports Complex and authorize the City Manager to execute all necessary documents. Motion was seconded by Tres Atkins and carried unanimously (5-0).

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- 20. Convene into Executive Session to deliberate economic development incentives, as permitted by Texas Government Code Section 551.087; to deliberate the purchase, exchange, lease, or value of real property for municipal purposes, as permitted by Texas Government Code Section 551.072; to deliberate personnel matters, including the appointment, evaluation, duties or dismissal of any member of a City board or commission, as permitted by Texas Government Code Section 551.074; to consult with City Attorney regarding legal issues associated with City Code and Charter provisions and consultation with City Attorney regarding pending and anticipated litigation, as permitted by Texas Government Code Section 551.071, and all matters incident and related thereto**

Mayor Wallace announced at 8:47 p.m. the City Council would convene into Executive Session to deliberate economic development incentives, as permitted by Texas Government Code Section 551.087; to deliberate the purchase, exchange, lease, or value of real property for municipal purposes, as permitted by Texas Government Code Section 551.072; to deliberate personnel matters, including the appointment, evaluation, duties or dismissal of any member of a City board or commission, as permitted by Texas Government Code Section 551.074; to consult with City Attorney regarding legal issues associated with City Code and Charter provisions and consultation with City Attorney regarding pending and anticipated litigation, as permitted by Texas Government Code Section 551.071, and all matters incident and related thereto.

21. Reconvene and take any necessary action

The meeting reconvened at 9:25 p.m.

No action taken.

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

Council Member Chris Wright congratulated Councilman Tres Atkins on his election victory, thanked a resident for speaking about animal-related concerns, and acknowledged that local advocacy groups will likely continue raising the issue. Mr. Wright emphasized that the City has a real animal services problem to address and expressed support for ongoing efforts, including potential collaboration with Ellis County to develop a more cost-effective solution.

Mayor Pro Tem Patrick Souter noted that he and Councilman Wright have begun exploring potential alternatives to address ongoing issues, aiming for a long-term solution, and asked for patience as those ideas are developed. Mr. Souter referenced prior comments about data centers, stating he has taken independent steps to advocate for greater regulation and plans to continue pursuing that effort.

Council Member Travis Smith clarified that a previously discussed animal shelter proposal was not feasible as presented, noting the shelter was never intended to be housed in the existing building but would have required separate construction on adjacent land, significantly increasing costs and facing infrastructure and environmental constraints, including septic limitations. He indicated that both the public and Council may have been misinformed about the proposal's scope and cost. He also acknowledged several successful community events, including election

(lea)

activities, the Cops and Kids Picnic, and the Cinco de Mayo festival, praising staff and organizers for strong turnout and execution. Mr. Smith emphasized the value of civic participation and respect for those who run for office and suggested the City may need to take a more active role in coordinating large events as they continue to grow.

Council Member Tres Atkins echoed appreciation for the Cops for Kids Picnic and thanked his election opponent for running a respectful, clean campaign, emphasizing the value of issue-focused races over negative campaigning. He encouraged continued civic involvement from his opponent and noted that having challengers helps keep elected officials accountable and engaged. Councilman Atkins expressed concern over low voter turnout despite the city's growing population, stressing the need to find ways to better engage the community and increase participation in local elections.

Deputy City Manager Ricky Boyd expressed appreciation to City Council for recognizing staff efforts, highlighting the strong coordination across multiple departments that made recent events, especially the Cops for Kids Picnic, successful and well attended. He commended various staff members and departments for their behind-the-scenes work, noting that while their efforts often go unnoticed, they are critical to the City's operations. City Manager Boyd also recognized community partners, including Keep Waxahachie Beautiful, for their contributions and well-earned recognition, and congratulated re-elected council members.

Mayor Billie Wallace thanked staff, partners, and the community for the successful weekend events, noting they ran smoothly and received positive feedback. Mayor Wallace highlighted the significant growth and strong turnout at the Cinco de Mayo festival, expressing enthusiasm for its continued expansion and the sense of community it brings.

23. Adjourn

There being no further business, the meeting adjourned at 9:25 p.m.

Respectfully submitted,
Amber Villarreal, City Secretary



City of Waxahachie
 City Secretary's Office
 11/26/2026 11/26/2026

(ub)

Special Event Application
 Turkey Trot 2026

Date of Submission: **4/24/2026**

Applicant Information

Applicant name: **Moncica Flores**

Host organization name: **Camp Gladiator**

Are you representing the host organization? **Yes**

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

Cell phone number: :

Email: **monicaflores@campgladiator.com**

Mailing Address:

About the Event

Event name: **Turkey Trot 2026**

Will the event be held at Railyard Park? **No**

Will the event be held in Downtown Waxahachie? **No**

Event location: **Getzendaner Park Trail**

Anticipated attendance: **800**

Description of event: **We will be hosting a Run for the Community on Thanksgiving day. 5k,10k and 8 miler**

	Date(s)	Start Time	End Time
Event date	11/26/2026	6:30am	11am
Event set-up	11/26/2026	5am	
Event breakdown	11/26/2026		11:30pm

This event is **Entry by participation or registration fee**

Registration / admission information: **This event is for non profit, race pricing will be around \$40**

How many times has this event been hosted before? **3 times**

Best description of the event: **Run / Walk**

Event activities include: **DJ / Recorded music;Street closure;**

Will the parade or procession take place on any TxDOT- maintained roads?

Please indicate the distance of the Run/Walk: **5K;15k and 8 mile run. ;**

Food / Beverage

Will the event offer food / beverage (sampled, served, sold)? **Yes**

- **I understand that all food and drink vendors are required to obtain a health permit at least five days prior to the event. Permits must be visibly displayed on-site at all times for consumer awareness. Health permits will not be approved until the event has received approval.**



City of Waxahachie
City Secretary's Office
11/26/2026 11/26/2026

(ub)

Special Event Application
Turkey Trot 2026

Will the event require any food preparation on site? **No**

Will alcohol be present, served, or sold? **No**

Have you made arrangements for private security or off-duty officers for security services?

Please provide contact name and phone number for security services:

Street Closures

Does the event propose closing, blocking, or using City streets and / or parking lots? **Yes**

Please list all streets, intersections, and parking lots that apply: **Getzendaner Park Loop around the park**

Street closings to begin at **5am to 12pm**

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

Equipment

Does the proposed event require portable toilet facilities? **No**

Are you requesting to use City-owned equipment? (barricades, cones, and / or other) **Yes**

Please indicate the type (cones / barricades / other) of equipment and how many you are requesting:

Cones and barricades 20 cones and 5 barricades

Where should the equipment be dropped off and picked up? **Getzendaner Park parking lot**

When (date and time) will the equipment be set-up? **5am Thursday 26,2026**

When (date and time) will the equipment be removed? **12pm Thursday 26,2026**

Waste Management Plan

Describe how trash and waste will be managed before, during, and after the event. Please include the location of trash containers on your submitted site map. **We will be using the parks trash cans.**

- **I understand the waste management requirements.**

Temporary Tents & Structures

Will the event have a tent(s) larger than 400 square feet? **No**

Electrical Services

Will your event need electrical services? **No**

How will electrical services be provided?

Explain services in detail:

Site Map Requirement

A detailed site map must be submitted as part of the special event application. The map should accurately depict the layout of the event area and include the following (as applicable):

- Location of all streets, sidewalks, and property boundaries
- Placement of tents, stages, booths, food vendors, and merchandise vendors
- Placement of barricades and / or cones



City of Waxahachie
City Secretary's Office
11/26/2026 11/26/2026

(ub)
Special Event Application
Turkey Trot 2026

- Entry and exit points
- Emergency access routes
- First aid stations and fire extinguishers
- Portable restrooms and handwashing stations
- Electrical hookups and generators
- Trash receptacles
- Parking areas
- Any other temporary structures or equipment

The site map must be legible, to scale, and clearly labeled. It should ensure compliance with all safety and accessibility regulations.

- **I understand my application is not considered complete until I email a detailed site map to danielle.guinn@waxahachie.com.**

Insurance Requirement

The Applicant/Organization assumes all risks associated with the approved event and is solely responsible for any damage, injury, or loss, of any kind or nature, to persons or property, arising directly or indirectly from or in connection with the event or the Applicant's operations. The Applicant agrees to defend, indemnify, and hold harmless the City of Waxahachie, its officers, agents, employees, and representatives from any penalties, fines, or liabilities arising from violations of laws, ordinances, or regulations related to the event. The Applicant further agrees to hold the City, its officers, agents, employees, and representatives harmless from any and all claims, lawsuits, damages, injuries, or losses resulting directly or indirectly from the approved activities or the Applicant's operations, including those caused by the negligence or intentional misconduct of the Applicant or its officers, agents, or employees.

By submitting this application, the Applicant waives any and all claims against the City, its officers, agents, employees, and representatives arising from or related to the revocation or cancellation of the event permit.

- **I acknowledge and fully agree to the terms outlined in the Hold Harmless Clause.**

Application Agreement

By submitting the Special Event Application, the applicant / organization has thoroughly read, understands, and agrees to all conditions outlined on this application.

- **Date of Submission: 4/24/2026**



City of Waxahachie
City Secretary's Office
6/20/20266/20/2026

(6c)

Special Event Application
2026 Juneteenth Parade and Picnic

Will the event offer food / beverage (sampled, served, sold)? **Yes**

- **I understand that all food and drink vendors are required to obtain a health permit at least five days prior to the event. Permits must be visibly displayed on-site at all times for consumer awareness. Health permits will not be approved until the event has received approval.**

Will the event require any food preparation on site? **Yes**

Will alcohol be present, served, or sold? **No**

Have you made arrangements for private security or off-duty officers for security services?

Please provide contact name and phone number for security services:

Street Closures

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

Please list all streets, intersections, and parking lots that apply:

Street closings to begin at

Will any businesses be impacted by the proposed road closure?

Equipment

Does the proposed event require portable toilet facilities? **No**

Are you requesting to use City-owned equipment? (barricades, cones, and / or other) **No**

Please indicate the type (cones / barricades / other) of equipment and how many you are requesting:

Where should the equipment be dropped off and picked up?

When (date and time) will the equipment be set-up?

When (date and time) will the equipment be removed?

Waste Management Plan

Describe how trash and waste will be managed before, during, and after the event. Please include the location of trash containers on your submitted site map. **Existing park trash containers**

- **I understand the waste management requirements.**

Temporary Tents & Structures

Will the event have a tent(s) larger than 400 square feet? **No**

Electrical Services

Will your event need electrical services? **No**

How will electrical services be provided?

Explain services in detail:

Site Map Requirement

A detailed site map must be submitted as part of the special event application. The map should accurately depict the layout of the event area and include the following (as applicable):



City of Waxahachie
City Secretary's Office
6/20/20266/20/2026

(lec)
Special Event Application

2026 Juneteenth Parade and Picnic

- Location of all streets, sidewalks, and property boundaries
- Placement of tents, stages, booths, food vendors, and merchandise vendors
- Placement of barricades and / or cones
- Entry and exit points
- Emergency access routes
- First aid stations and fire extinguishers
- Portable restrooms and handwashing stations
- Electrical hookups and generators
- Trash receptacles
- Parking areas
- Any other temporary structures or equipment

The site map must be legible, to scale, and clearly labeled. It should ensure compliance with all safety and accessibility regulations.

- **I understand my application is not considered complete until I email a detailed site map to danielle.guinn@waxahachie.com.**

Insurance Requirement

The Applicant/Organization assumes all risks associated with the approved event and is solely responsible for any damage, injury, or loss, of any kind or nature, to persons or property, arising directly or indirectly from or in connection with the event or the Applicant's operations. The Applicant agrees to defend, indemnify, and hold harmless the City of Waxahachie, its officers, agents, employees, and representatives from any penalties, fines, or liabilities arising from violations of laws, ordinances, or regulations related to the event. The Applicant further agrees to hold the City, its officers, agents, employees, and representatives harmless from any and all claims, lawsuits, damages, injuries, or losses resulting directly or indirectly from the approved activities or the Applicant's operations, including those caused by the negligence or intentional misconduct of the Applicant or its officers, agents, or employees.

By submitting this application, the Applicant waives any and all claims against the City, its officers, agents, employees, and representatives arising from or related to the revocation or cancellation of the event permit.

- **I acknowledge and fully agree to the terms outlined in the Hold Harmless Clause.**

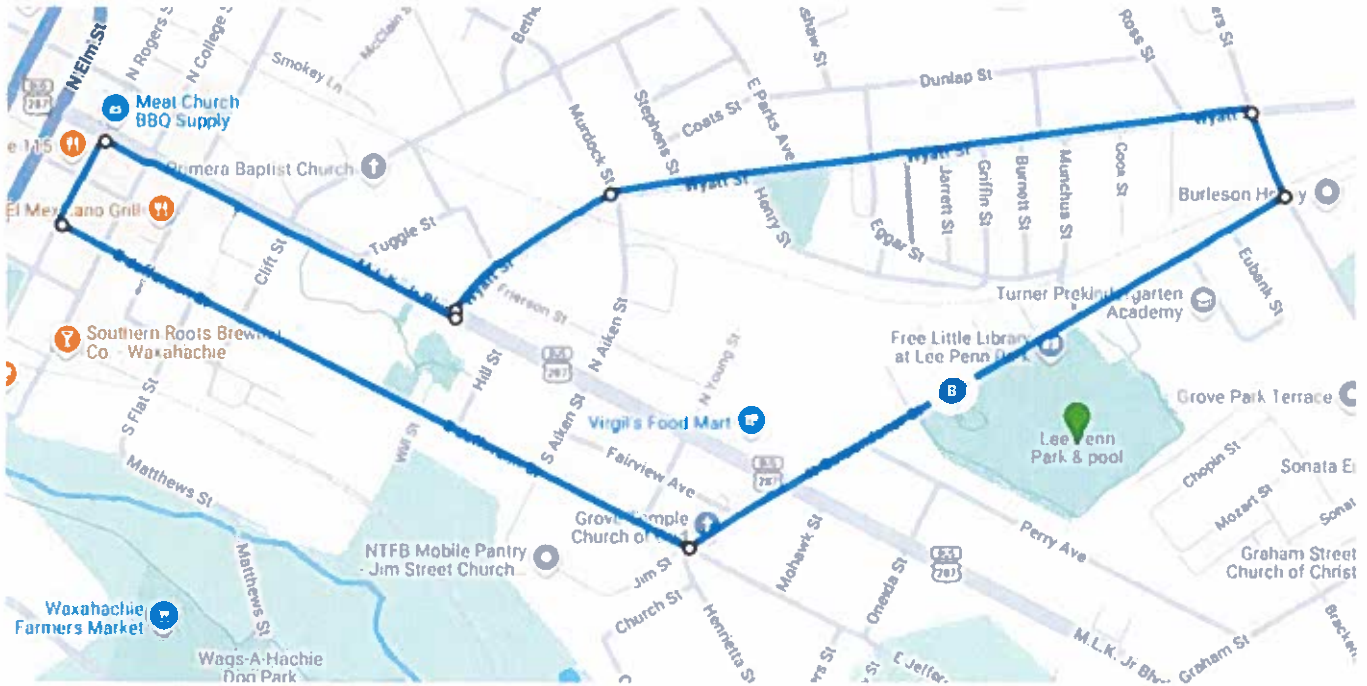
Application Agreement

By submitting the Special Event Application, the applicant / organization has thoroughly read, understands, and agrees to all conditions outlined on this application.

- **Date of Submission: 6/20/2026**

(6c)

2026 Juneteenth Parade Map



1. Start: Lee Penn Park
2. Getzendaner St. → Left on Peters St.
3. Peters St. → Left on Wyatt St.
4. Wyatt St. → Right on MLK Jr. Blvd
5. MLK Jr. Blvd → Left on Rogers St.
6. Rogers St. → Left on Jefferson St.
7. Jefferson St. → Left on Getzendaner St.
8. End: Lee Penn Park

(uc)



JUNETEENTH PICNIC - SITE MAP
LEE PENN PARK



City of Waxahachie
City Secretary's Office
9/19/2026 9/19/2026

(Wed)

Special Event Application
Junk in the Trunk

Date of Submission: 4/22/2026

Applicant Information

Applicant name: **Amy Waters**

Host organization name: **Waxahachie Downtown Merchants Association**

Are you representing the host organization? **Yes**

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

Cell phone number:

Email: **farmhouse308@gmail.com**

Mailing Address:

About the Event

Event name: **Junk in the Trunk**

Will the event be held at Railyard Park? **No**

Will the event be held in Downtown Waxahachie? **Yes**

- **I understand that my application will not be considered complete until a letter of support from the WDMA has been submitted to jami.bonner@waxahachie.com.**

Event location:

Anticipated attendance: **300-400**

Description of event: **Antiques/crafts vendor market**

	Date(s)	Start Time	End Time
Event date	9/19/2026	9:00 am	3:00 pm
Event set-up	9/19/2026	6:00 am	
Event breakdown	9/19/2026		4:00 pm

This event is **Free and open to the general public**

Registration / admission information:

How many times has this event been hosted before? **Unknown - but for many years!**

Best description of the event: **Vendor market**

Event activities include: **Food - sampled, served, or sold; Products / Services - given away, sampled, or sold; Street closure;**

Will the parade or procession take place on any TxDOT- maintained roads?

Please indicate the distance of the Run/Walk:

Food / Beverage

Will the event offer food / beverage (sampled, served, sold)? **Yes**



City of Waxahachie
City Secretary's Office
9/19/2026 9/19/2026

(led)
Special Event Application
Junk in the Trunk

- I understand that all food and drink vendors are required to obtain a health permit at least five days prior to the event. Permits must be visibly displayed on-site at all times for consumer awareness. Health permits will not be approved until the event has received approval.

Will the event require any food preparation on site? **No**

Will alcohol be present, served, or sold? **No**

Have you made arrangements for private security or off-duty officers for security services?

Please provide contact name and phone number for security services:

Street Closures

Does the event propose closing, blocking, or using City streets and / or parking lots? **Yes**

Please list all streets, intersections, and parking lots that apply: **100 block of S. College; 100 block of E. Franklin**

Street closings to begin at **6:00 am - 9/19/2026**

Will any businesses be impacted by the proposed road closure? **Yes**

I understand I am responsible for securing support signatures from all impacted businesses and emailing the documentation to danielle.guinn@waxahachie.com.

Equipment

Does the proposed event require portable toilet facilities? **No**

Are you requesting to use City-owned equipment? (barricades, cones, and / or other) **Yes**

Please indicate the type (cones / barricades / other) of equipment and how many you are requesting:

Barricades - 4

Where should the equipment be dropped off and picked up? **Pocket park**

When (date and time) will the equipment be set-up? **6:00 am**

When (date and time) will the equipment be removed? **3:00 pm**

Waste Management Plan

Describe how trash and waste will be managed before, during, and after the event. Please include the location of trash containers on your submitted site map. **There should not be any trash to deal with. Each vendor will clean up their space.**

- I understand the waste management requirements.

Temporary Tents & Structures

Will the event have a tent(s) larger than 400 square feet? **No**

Electrical Services

Will your event need electrical services? **No**

How will electrical services be provided?

Explain services in detail:



City of Waxahachie
City Secretary's Office
9/19/20269/19/2026

(led)
Special Event Application
Junk in the Trunk

Site Map Requirement

A detailed site map must be submitted as part of the special event application. The map should accurately depict the layout of the event area and include the following (as applicable):

- Location of all streets, sidewalks, and property boundaries
- Placement of tents, stages, booths, food vendors, and merchandise vendors
- Placement of barricades and / or cones
- Entry and exit points
- Emergency access routes
- First aid stations and fire extinguishers
- Portable restrooms and handwashing stations
- Electrical hookups and generators
- Trash receptacles
- Parking areas
- Any other temporary structures or equipment

The site map must be legible, to scale, and clearly labeled. It should ensure compliance with all safety and accessibility regulations.

- **I understand my application is not considered complete until I email a detailed site map to danielle.guinn@waxahachie.com.**

Insurance Requirement

The Applicant/Organization assumes all risks associated with the approved event and is solely responsible for any damage, injury, or loss, of any kind or nature, to persons or property, arising directly or indirectly from or in connection with the event or the Applicant's operations. The Applicant agrees to defend, indemnify, and hold harmless the City of Waxahachie, its officers, agents, employees, and representatives from any penalties, fines, or liabilities arising from violations of laws, ordinances, or regulations related to the event. The Applicant further agrees to hold the City, its officers, agents, employees, and representatives harmless from any and all claims, lawsuits, damages, injuries, or losses resulting directly or indirectly from the approved activities or the Applicant's operations, including those caused by the negligence or intentional misconduct of the Applicant or its officers, agents, or employees.

By submitting this application, the Applicant waives any and all claims against the City, its officers, agents, employees, and representatives arising from or related to the revocation or cancellation of the event permit.

- **I acknowledge and fully agree to the terms outlined in the Hold Harmless Clause.**

Application Agreement



City of Waxahachie
City Secretary's Office
9/19/2026 9/19/2026

(led)

Special Event Application

Junk in the Trunk

By submitting the Special Event Application, the applicant / organization has thoroughly read, understands, and agrees to all conditions outlined on this application.

- **Date of Submission: 4/22/2026**



City of Waxahachie
City Secretary's Office
10/17/2026 10/17/2026

(uc)

Special Event Application

Think Pink: The Women's Wellness
Experience- Powered by Sisterhood Across
Ellis County

Date of Submission: 4/22/2026

Applicant Information

Applicant name: **Andrea Ward**

Host organization name: **Women Walking in Waxahachie**

Are you representing the host organization? **Yes**

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

Cell phone number:

Email: **womenwalkinginwaxahachie@gmail.com**

Mailing Address:

About the Event

Event name: **Think Pink: The Women's Wellness Experience- Powered by Sisterhood Across Ellis County**

Will the event be held at Railyard Park? **Yes**

- **I understand I must contact Danielle Guinn, Recreation Manager, to coordinate event details.**

Will the event be held in **Downtown Waxahachie?**

Event location:

Anticipated attendance: **50-100**

Description of event: **This event is rooted in movement, connection and purpose.**

Hosted by Women Walking in Waxahachie, this experience brings together women from across Ellis County for a powerful blend of wellness, sisterhood, and community impact. From our signature group walk to interactive movement moments, a confidence filled pink carpet experience, and meaningful conversations from real women. Every part of this event is designed to pour back into you. The heart of this event is beyond us. This year, we are proud to walk with purpose in support of The Heights Ellis County Family Resources, an organization dedicated to supporting families, women, and children right here in our community. Attendees are encouraged to participate in our Give Back Initiative by donating toys and/or bicycles, helping us make a direct and lasting impact.

What to Expect:

A guided morning walk centered on connection and intention.

Pop-up movement momenta including line dancing and stretch sessions.

"She Walks Bold" Pin Carpet Experience featuring women + local boutiques

Short, powerful " Real Talk" stories from women in our community.

A curated vendor experience highlighting women-led and wellness-focused businesses across Ellis County

(6e)



City of Waxahachie
City Secretary's Office
10/17/2026 10/17/2026

Special Event Application

Think Pink: The Women's Wellness
Experience- Powered by Sisterhood Across
Ellis County

Giveaways, music, photo moments, and more

Whether you come to move your body, connect with other women, support a meaningful cause, or simply be in a space that feels good- there is a place for you here.

Because at the end of the day...

No Woman Walks Alone.

	Date(s)	Start Time	End Time
Event date	10/17/2026	7:00 AM	12:00 PM
Event set-up	10/17/2026	5:00 AM	
Event breakdown	10/17/2026		2:00 PM

This event is **Entry by participation or registration fee**

Registration / admission information: **This event is open to all women and designed to be accessible, welcoming, and rooted in community.** How to attend: We ask that each attendee participates in our

Give Back Initiative in support of The Heights Ellis County Family Resources. To enter, please

How many times has this event been hosted before? **This is our first time hosting this event**

Best description of the event: **Community / Neighborhood**

Event activities include: **Food - sampled, served, or sold; Products / Services - given away, sampled, or sold; DJ / Recorded music; Announcement / Speeches;**

Will the parade or procession take place on any TxDOT- maintained roads?

Please indicate the distance of the Run/Walk:

Food / Beverage

Will the event offer food / beverage (sampled, served, sold)? **Yes**

- **I understand that all food and drink vendors are required to obtain a health permit at least five days prior to the event. Permits must be visibly displayed on-site at all times for consumer awareness. Health permits will not be approved until the event has received approval.**

Will the event require any food preparation on site? **Yes**

Will alcohol be present, served, or sold? **No**

Have you made arrangements for private security or off-duty officers for security services?

Please provide contact name and phone number for security services:

Street Closures

(6e)



City of Waxahachie
City Secretary's Office
10/17/202610/17/2026

Special Event Application

Think Pink: The Women's Wellness
Experience- Powered by Sisterhood Across
Ellis County

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

Please list all streets, intersections, and parking lots that apply:

Street closings to begin at

Will any businesses be impacted by the proposed road closure?

Equipment

Does the proposed event require portable toilet facilities? **No**

Are you requesting to use City-owned equipment? (barricades, cones, and / or other) **No**

Please indicate the type (cones / barricades / other) of equipment and how many you are requesting:

Where should the equipment be dropped off and picked up?

When (date and time) will the equipment be set-up?

When (date and time) will the equipment be removed?

Waste Management Plan

Describe how trash and waste will be managed before, during, and after the event. Please include the location of trash containers on your submitted site map. **We are committed to maintaining a clean, safe, and environmentally responsible event from start to finish. Stations will be monitored regularly to prevent overflow and keep the space tidy. Volunteers will be assigned to assist with directing attendees and**

- I understand the waste management requirements.

Temporary Tents & Structures

Will the event have a tent(s) larger than 400 square feet? **No**

Electrical Services

Will your event need electrical services? **Yes**

How will electrical services be provided? **Generator (provided by the applicant);**

Explain services in detail: **Food vendors may need generators and power for their food truck**

Site Map Requirement

A detailed site map must be submitted as part of the special event application. The map should accurately depict the layout of the event area and include the following (as applicable):

- Location of all streets, sidewalks, and property boundaries
- Placement of tents, stages, booths, food vendors, and merchandise vendors
- Placement of barricades and / or cones
- Entry and exit points
- Emergency access routes

(66)



City of Waxahachie
City Secretary's Office
10/17/2026 10/17/2026

Special Event Application

Think Pink: The Women's Wellness
Experience- Powered by Sisterhood Across
Ellis County

- First aid stations and fire extinguishers
- Portable restrooms and handwashing stations
- Electrical hookups and generators
- Trash receptacles
- Parking areas
- Any other temporary structures or equipment

The site map must be legible, to scale, and clearly labeled. It should ensure compliance with all safety and accessibility regulations.

- I understand my application is not considered complete until I email a detailed site map to danielle.guinn@waxahachie.com.

Insurance Requirement

The Applicant/Organization assumes all risks associated with the approved event and is solely responsible for any damage, injury, or loss, of any kind or nature, to persons or property, arising directly or indirectly from or in connection with the event or the Applicant's operations. The Applicant agrees to defend, indemnify, and hold harmless the City of Waxahachie, its officers, agents, employees, and representatives from any penalties, fines, or liabilities arising from violations of laws, ordinances, or regulations related to the event. The Applicant further agrees to hold the City, its officers, agents, employees, and representatives harmless from any and all claims, lawsuits, damages, injuries, or losses resulting directly or indirectly from the approved activities or the Applicant's operations, including those caused by the negligence or intentional misconduct of the Applicant or its officers, agents, or employees.

By submitting this application, the Applicant waives any and all claims against the City, its officers, agents, employees, and representatives arising from or related to the revocation or cancellation of the event permit.

- I acknowledge and fully agree to the terms outlined in the Hold Harmless Clause.

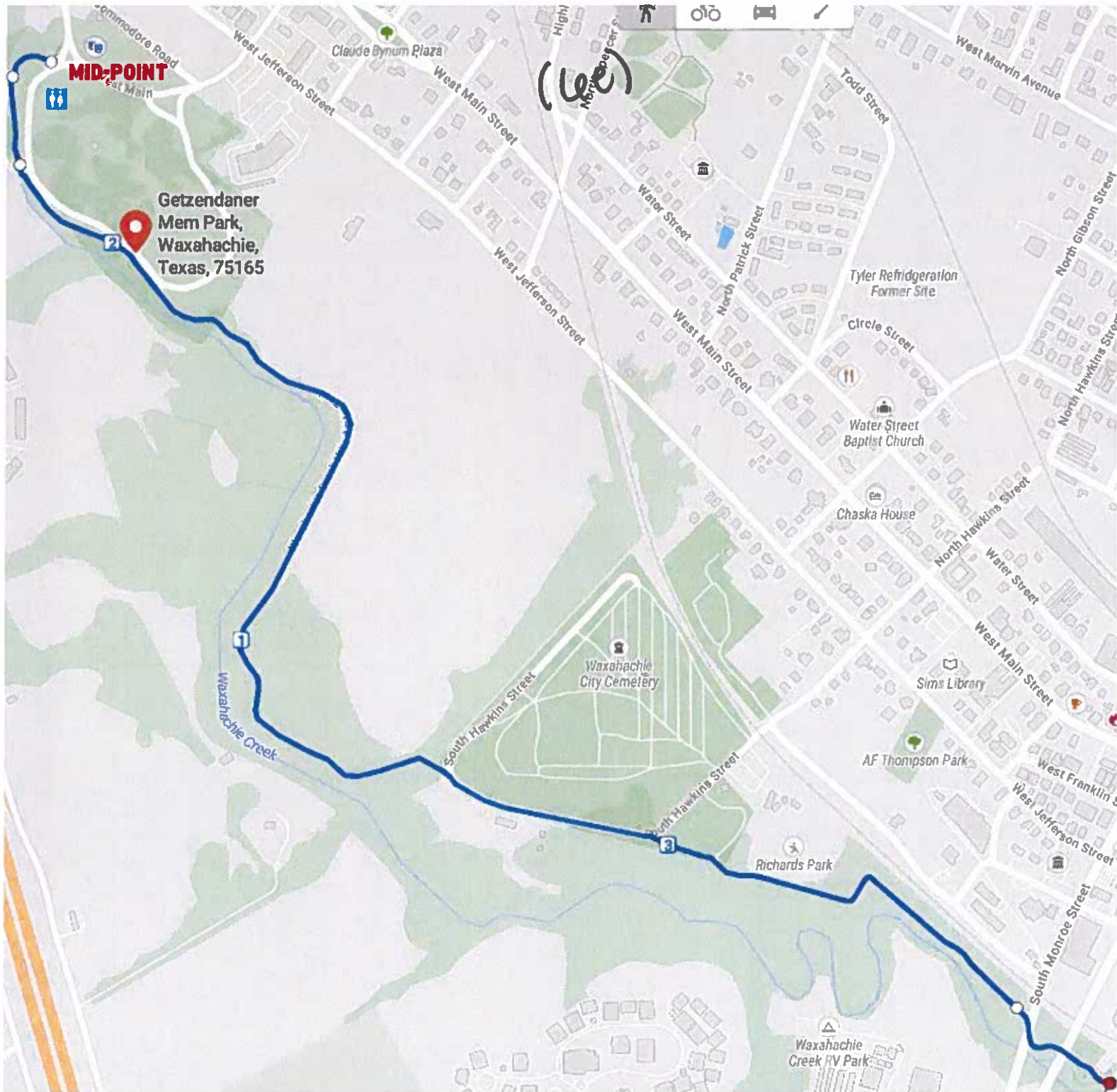
Application Agreement

By submitting the Special Event Application, the applicant / organization has thoroughly read, understands, and agrees to all conditions outlined on this application.

- Date of Submission: 4/22/2026

(see)





RAILYARD PARK 5K MAP

**START/
END**

RAILYARD PARK TO GETZENDANER PARK AND BACK VIA HIKE & BIKE TRAIL

- START AT RAILYARD PARK
- PROCEED DOWN THE HIKE & BIKE TRAIL TOWARD GETZENDANER PARK
- ONCE YOU REACH THE RESTROOMS AT GETZENDANER PARK, TURN AROUND AND RETRACE YOUR ROUTE BACK THE SAME WAY YOU CAME.
- FINISH BACK AT RAILYARD PARK

(lef)

Planning & Zoning Department

Petition for ETJ Release

Case: ETJ-PTN-37-2026



MEETING DATE(S)

City Council:

May 18, 2026

CAPTION

Consider proposed Ordinance approving a request by Conner Maines, for a **Petition for ETJ Release** for approximately 6.489 acres, located at 500 Youngblood Rd (Property ID 195557) – Owner: Conner and Victoria Maines (ETJ-PTN-37-2026)

RECOMMENDED MOTION

"I move to approve ETJ-PTN-37-2026, a request by Conner Maines, for a Petition for ETJ Release for approximately 6.489 acres, located at 500 Youngblood Rd, authorizing the Mayor to sign the associated documents accordingly."

APPLICANT REQUEST

The property owners have petitioned the City to remove their property from the extraterritorial jurisdiction (ETJ).

CASE INFORMATION

Applicant:

Conner Maines

Property Owner(s):

Conner and Victoria Maines

Site Acreage:

6.489 acres

Number of Lots:

1 lot

Number of Dwelling Units:

1 units

SUBJECT PROPERTY

General Location:

500 Youngblood Rd

Parcel ID Number(s):

195557

Current Zoning:

ETJ

Existing Use:

Single Family Residence

Platting History:

The subject property is not platted.

CCN Service Area:

Rockett Special Utility District

(lf)

Site Image:



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 May 18, 2026, City Council Meeting
2. Proposed Ordinance
3. Legal Description (Exhibit A)
4. Location Map (Exhibit B)

STAFF CONTACT INFORMATION

Prepared by:

David Jones

Planner

david.jones@waxahachie.com

Reviewed by:

Trenton Robertson, AICP

Senior Director of Planning

trenton.robertson@waxahachie.com

(uf)

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE RELEASE FROM THE CITY OF WAXAHACHIE'S EXTRATERRITORIAL JURISDICTION OF A 6.489 ACRE TRACT OF LAND, LOCATED AT 500 YOUNGBLOOD ROAD, KNOWN AS PROPERTY ID 195557, 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 Chapter 42 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, case number ETJ-PTN-37-2026, complies with the requirements of Subchapter D of Chapter 42 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 18th day of May, 2026.

MAYOR

ATTEST:

City Secretary

(uf)

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Warranty Deed with Vendor's Lien

THIS IS TO CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF THE ORIGINAL HEREOF BY

Date: November 21, 2025

Grantor: Michael Aldridge a/k/a Michael Lee Aldridge, a single person

BY 

Grantor's Mailing Address:

Michael Aldridge a/k/a Michael Lee Aldridge
200 Cambridge Street
Waxahachie, TX 75165

Grantee: Conner Ray Maines and Victoria Elaine Maines, married to each other

Grantee's Mailing Address:

Conner Ray Maines and Victoria Elaine Maines
109 Vail Lane
Waxahachie, TX 75167

Consideration:

Cash and a note of even date executed by Grantee and payable to the order of **Rocket Mortgage, LLC**, in the principal amount of **THREE HUNDRED EIGHTY NINE THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (U.S. \$389,500.00)**. The note is secured by a first and superior vendor's lien and superior title retained in this deed in favor of **Rocket Mortgage, LLC**, and by a first-lien deed of trust of even date from Grantee to **Estella Gutierrez, Trustee**.

Property (including any improvements):

BEING A TRACT OR PARCEL OF LAND SITUATED IN ELLIS COUNTY, TEXAS, AND BEING PART OF THE IRA GARZA SURVEY ABSTRACT 397, AND ALSO BEING PART OF THAT 25.68 ACRE TRACT OF LAND CONVEYED TO TOMMY KELSO, ET UX, BY DEED RECORDED IN VOLUME 637, PAGE 913 OF THE DEED RECORDS OF ELLIS COUNTY, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN EXHIBIT "A," WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

(lf)

Reservations from Conveyance:

None.

Exceptions to Conveyance and Warranty:

Liens described as part of the Consideration and any other liens described in this deed as being either assumed by Grantee or subject to which title is taken by Grantee; validly existing restrictive covenants common to the platted subdivision in which the Property is located; standby fees, taxes, and assessments by any taxing authority for the year 2026 and subsequent years, and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership; validly existing utility easements created by the dedication deed or plat of the subdivision in which the Property is located; all leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records; all validly existing easements, rights-of-way, and prescriptive rights, whether of record or not, that affect the Property; all presently recorded and validly existing restrictions, covenants, and conditions that affect the Property; any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements; homestead or community property or survivorship rights, if any, of any spouse of Grantee; and any validly existing titles or rights asserted by anyone, including but not limited to persons, the public, corporations, governments, or other entities, to (a) tidelands or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs, or oceans, (b) lands beyond the line of the harbor or bulkhead lines as established or changed by any government, (c) filled-in lands or artificial islands, (d) water rights, including riparian rights, or (e) the area extending from the line of mean low tide to the line of vegetation or the right of access to that area or easement along and across that area.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

The vendor's lien against and superior title to the Property are retained until each note described is fully paid according to its terms, at which time this deed will become absolute.

(4f)

Rocket Mortgage, LLC, at Grantee's request, has paid in cash to Grantor that portion of the purchase price of the Property that is evidenced by the note. The first and superior vendor's lien against and superior title to the Property are retained for the benefit of Rocket Mortgage, LLC, and are transferred to Rocket Mortgage, LLC, without recourse against Grantor.

When the context requires, singular nouns and pronouns include the plural.

Executed on the date of acknowledgment below, but effective for all purposes as of the date first written above.

Michael Aldridge a/k/a Michael Lee Aldridge
Michael Aldridge a/k/a Michael Lee Aldridge

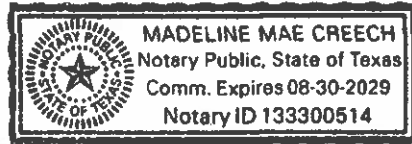
STATE OF Texas
COUNTY OF ELLIS

Before me, the undersigned notary public, on this day personally appeared **Michael Aldridge a/k/a Michael Lee Aldridge**, known to me or proved to me on the oath of _____ or through TX DL to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he (she) executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 21 day of November 2025.

[Signature]

Notary Public Signature



This notarial act was completed/performed:

- In Person
- In Person with Electronic Signatures
- Online Using Interactive Two-Way Audio and Video Communication with Electronic Signatures. This notarial act was an online notarization

AFTER RECORDING RETURN TO:

Grantee at address above

(uf)

EXHIBIT "A"
Property Description

Closing Date: November 21, 2025
Buyer(s): Conner Ray Maines and Victoria Elaine Maines
Property Address: 500 Youngblood Road, Waxahachie, TX 75165

PROPERTY DESCRIPTION:

All that certain parcel of land situate in the City of Waxahachie, County of Ellis and State of Texas bounded and described as follows:

BEING A TRACT OR PARCEL OF LAND SITUATED IN ELLIS COUNTY, TEXAS, AND BEING PART OF THE IRA GARZA SURVEY ABSTRACT 397, AND ALSO BEING PART OF THAT 25.68 ACRE TRACT OF LAND CONVEYED TO TOMMY KELSO, ET UX, BY DEED RECORDED IN VOLUME 637, PAGE 913 OF THE DEED RECORDS OF ELLIS COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD FOUND FOR CORNER IN THE CENTER LINE OF YOUNGBLOOD ROAD SAID BEING THE NORTHWESTERLY CORNER OF SAID 25.68 ACRE TRACT AND ALSO BEING THE CENTER LINE OF GROVE CREEK;

THENCE S84° 06' E, ALONG THE NORTHERLY LINE OF SAID 25.68 ACRE TRACT AND YOUNGBLOOD ROAD A DISTANCE OF 252.24 FEET TO A 1/2" IRON ROD FOUND;

THENCE S 88° 02' E, CONTINUING ALONG THE NORTHERLY LINE OF YOUNGBLOOD ROAD ALONG THE CENTER LINE OF YOUNGBLOOD ROAD A DISTANCE OF 152.73 FEET TO A 1/2" IRON ROD FOUND FOR CORNER;

THENCE S1° 56' W, A DISTANCE OF 167.74 FEET TO AN ANGLE POINT AT AN IRON SET ON THE EASTERLY BANK OF GROVE CREEK;

THENCE IN A SOUTHERLY AND WESTERLY DIRECTION ALONG THE EASTERLY AND SOUTHERLY BANK OF GROVE CREEK THE FOLLOWING CALLS:

S7° 57' 28" E, A DISTANCE OF 53.49 FEET
S29° 58' 42" E, A DISTANCE OF 257.95 FEET
S31° 42' 42" W, A DISTANCE OF 224.44 FEET
S62° 38' 18" W, A DISTANCE OF 95.94 FEET
N79° 59' 58" W, A DISTANCE OF 206.01 FEET
S82° 57' 30" W, A DISTANCE OF 186.8 FEET TO A POINT FOR CORNER AT A 1/2" IRON ROD FOUND IN THE WESTERLY LINE OF SAID 25.68 ACRE TRACT;

(uf)

THENCE N1° 07' 29" E, ALONG THE WESTERLY LINE OF SAID 25.68 ACRE TRACT A DISTANCE OF 178.45 FEET TO A POINT FOR CORNER IN THE CENTER LINE OF GROVE CREEK;

THENCE IN A NORTHERLY DIRECTION ALONG THE MEANDERS OF GROVE CREEK THE FOLLOWING:

N9° 45' W, A DISTANCE OF 101.1 FEET

N85° 37' E, A DISTANCE OF 201.4 FEET

N4° 20' W, A DISTANCE OF 180.0 FEET

N39° 00' W, DISTANCE OF 156.7 FEET

N9° 46' W, A DISTANCE OF 104.17 FEET TO THE PLACE OF BEGINNING AND CONTAINING 6.489 ACRES.

NOTE: The Company is prohibited from insuring the area or quantity of the land described herein. Any statement in the legal description contained in Schedule "A" as to area or quantity of land is not a representation that such area or quantity is correct, but is made only for informal identification purposes and does not override Item 2 of Schedule "B" hereof.

(lf)



(leg)

Planning & Zoning Department

Petition for ETJ Release

Case: ETJ-PTN-40-2026



MEETING DATE(S)

City Council:

May 18, 2026

CAPTION

Consider proposed Ordinance approving a request by Callie Gutierrez, for a **Petition for ETJ Release** for approximately 0.4 acres, located at 614 Old Church Road (Property ID 217180) – Owner: Paul Ruiz (ETJ-PTN-40-2026)

RECOMMENDED MOTION

"I move to approve ETJ-PTN-40-2026, a request by Callie Gutierrez, for a Petition for ETJ Release for approximately 0.4 acres, located at 614 Old Church Rd, authorizing the Mayor to sign the associated documents accordingly."

APPLICANT REQUEST

The property owners have petitioned the City to remove their property from the extraterritorial jurisdiction (ETJ).

CASE INFORMATION

Applicant:

Callie Gutierrez

Property Owner(s):

Paul Ruiz

Site Acreage:

0.4 acres (Portion of property inside the Waxahachie ETJ)

Number of Lots:

1 lot

Number of Dwelling Units:

1 unit

SUBJECT PROPERTY

General Location:

614 Old Church Rd.

Parcel ID Number(s):

217180

Current Zoning:

ETJ

Existing Use:

Single Family Residence

Platting History:

The subject property is not platted.

CCN Service Area:

Rockett Special Utility District

(wg)

Site Image:



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 May 18, 2026, City Council Meeting
2. Proposed Ordinance
3. Legal Description (Exhibit A)
4. Location Map (Exhibit B)

STAFF CONTACT INFORMATION

Prepared by:

David Jones

Planner

david.jones@waxahachie.com

Reviewed by:

Trenton Robertson, AICP

Senior Director of Planning

trenton.robertson@waxahachie.com

(69)

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE RELEASE FROM THE CITY OF WAXAHACHIE'S EXTRATERRITORIAL JURISDICTION OF A 0.4 ACRE TRACT OF LAND, LOCATED AT 614 OLD CHURCH ROAD, KNOWN AS A PORTION OF PROPERTY ID 217180, 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 Chapter 42 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, case number ETJ-PTN-40-2026, complies with the requirements of Subchapter D of Chapter 42 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 18th day of May, 2026.

MAYOR

ATTEST:

City Secretary

(wg)



(wh)

Planning & Zoning Department

Petition for ETJ Release

Case: ETJ-PTN-95-2025



MEETING DATE(S)

City Council:

May 18, 2026

CAPTION

Consider proposed Ordinance approving a request by Charles Johnson, for a **Petition for ETJ Release** for approximately 15.1 acres, located at 1080 Broadhead Road (Property IDs 247556, 235629) – Owners: Charles and Rose Johnson (ETJ-PTN-95-2025)

RECOMMENDED MOTION

"I move to approve ETJ-PTN-95-2025, a request by Charles Johnson, for a Petition for ETJ Release for approximately 15.1 acres, located at 1080 Broadhead Road, authorizing the Mayor to sign the associated documents accordingly."

APPLICANT REQUEST

The property owners have petitioned the City to remove their property from the extraterritorial jurisdiction (ETJ).

CASE INFORMATION

Applicant:

Charles Johnson

Property Owner(s):

Charles and Rose Johnson

Site Acreage:

15.1 acres

Number of Lots:

1 lot

Number of Dwelling Units:

1 unit

SUBJECT PROPERTY

General Location:

1080 Broadhead Rd.

Parcel ID Number(s):

247556, 235629

Current Zoning:

ETJ

Existing Use:

Single Family Residence

Platting History:

The subject property is platted as Lot 3R-B of the Dawn Estates Revision

CCN Service Area:

Rockett Special Utility District

(leh)

Site Image:



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 May 18, 2026 City Council Meeting
2. Proposed Ordinance
3. Legal Description (Exhibit A)
4. Location Map (Exhibit B)

STAFF CONTACT INFORMATION

Prepared by:

David Jones

Planner

david.jones@waxahachie.com

Reviewed by:

Trenton Robertson, AICP

Senior Director of Planning

trenton.robertson@waxahachie.com

(lh)

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE RELEASE FROM THE CITY OF WAXAHACHIE'S EXTRATERRITORIAL JURISDICTION OF A 15.1 ACRE TRACT OF LAND, LOCATED AT 1080 BROADHEAD ROAD, KNOWN AS PROPERTY IDS 247556, 235629, 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 Chapter 42 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, case number ETJ-PTN-95-2025, complies with the requirements of Subchapter D of Chapter 42 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 18th day of May, 2026.

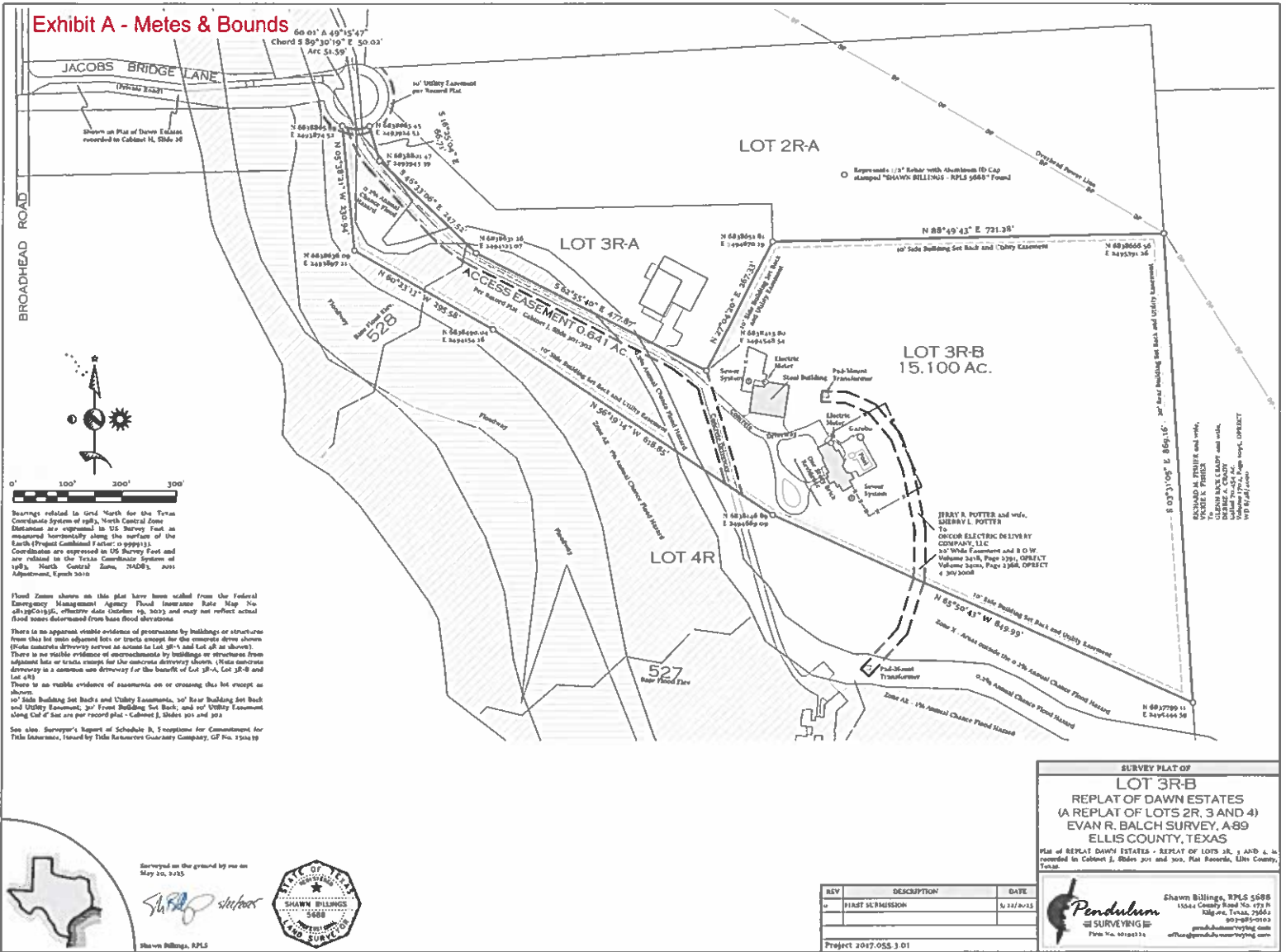
MAYOR

ATTEST:

City Secretary

(LH)

Exhibit A - Metes & Bounds



Bearings related to Grid North for the Texas Coordinate System of 1983, North Central Zone. Distances are expressed in US Survey Feet as measured horizontally along the surface of the Earth (Project Combined Factor is 9999.12). Coordinates are expressed in US Survey Feet and are related to the Texas Coordinate System of 1983, North Central Zone, NAD83, 2011 Adjustment, Epoch 2010.

Flood Zones shown on this plat have been copied from the Federal Emergency Management Agency Flood Insurance Rate Map No. 48195C0195C, effective date October 19, 2003, and may not reflect actual flood zones determined from base flood elevations.

There is no apparent visible evidence of encroachments by buildings or structures from this lot onto adjacent lots or tracts except for the easement shown above. (Note: concrete driveway serves as access to Lot 3B-1 and Lot 4R as shown).

There is no visible evidence of encroachments by buildings or structures from adjacent lots or tracts except for the concrete driveway shown. (Note: concrete driveway is a common use driveway for the benefit of Lot 3B-1, Lot 3B-2 and Lot 4R).

There is no visible evidence of easements on or crossing this lot except as shown.

10' Side Building Set Backs and Utility Easements, 30' Rear Building Set Back and Utility Easement, 30' Front Building Set Back, and 10' Utility Easement along Lot 4R are per record plat - Cabinet J, Sheet 301 and 302.

See also: Surveyor's Report of Schedule B, 5 exceptions for Commitment for Title Insurance, issued by Title Reconciler Guaranty Company, GP No. 1504 19

Surveyed on the ground by me on May 26, 2015

Chawn Billings

Chawn Billings, RPLS



REV	DESCRIPTION	DATE
1	FIRST SUBMISSION	N 227.20.13

Project 2017.055.3.01

SURVEY PLAT OF
LOT 3B
 REPLAT OF DAWN ESTATES
 (A REPLAT OF LOTS 2R, 3 AND 4)
 EVAN R. BALCH SURVEY, A-89
 ELLIS COUNTY, TEXAS

Plat of REPLAT DAWN ESTATES - REPLAT OF LOTS 2R, 3 AND 4 is recorded in Cabinet J, Sheet 301 and 302, Plat Records, Ellis County, Texas.

Pendulum SURVEYING
 Chawn Billings, RPLS 5686
 1524 County Road 10, 77319
 Baytown, Texas, 77521
 409-885-0102
 pendulumsurveying.com
 or chawnbillings@pendulumsurveying.com

(6h)

Exhibit B - Location Map



(li)



Memorandum

To: Honorable Mayor and City Council

From: Trenton Robertson, Director of Planning

Thru: Ricky Boyd, City Manager *RB*

Date: May 18, 2026

Re: FY 2026 Impact Fee Revenue and Expenditure Activity Mid-Year Report

RECOMMENDED MOTION

"I move to approve the 2026 Impact Fee Revenue and Expenditure Activity Mid-Year Report as presented by staff."

On May 12, 2026 city staff presented the 2026 Mid-Year Impact Fee Revenue and Expenditure Activity Report to the Impact Fee Capital Improvement Advisory Committee (IFCIAC). The activity summary detailed impact fee revenue and expenditures from October 1, 2025, to March 31, 2026, and the IFCIAC Committee voted 8-0 to recommend acceptance and approval of the Mid-Year Report.

In August of 2025, City Council approved the 2025 Impact Fee Program Update. Updates to the Impact Fee Program are required every five years per Chapter 395 of the Texas Local Government Code. As part of the 2025 Impact Fee Program Update, land use assumptions, water, sewer, and roadway impact fees, and the Roadway Impact Fee Service Area boundaries were updated. These updates became effective on 9/17/2025.

In November of 2025, city staff presented the End-of-Year FY 2025 Impact Fee Revenue and Expenditure Activity Report to the Impact Fee Capital Improvement Advisory Committee (IFCIAC) and City Council. The activity summary detailed impact fee revenue and expenditures from October 1, 2024 to September 30, 2025. The following report entails the Impact Fee revenue and expenditure activity summary for the 2026 fiscal year, which includes data from October 1, 2025 to March 31, 2026.

(vi)

Impact fees are authorized under Chapter 395 of the Texas Local Government Code and empower municipalities to levy a charge or assessment against new development to generate revenue for funding or recouping the costs of capital improvements or facility expansions necessitated by and attributable to new development.

Impact Fee Revenues and Expenditures

The information below illustrates the revenues and expenditures for water, wastewater and roadway impact fees from October 1, 2025, to March 31, 2026, with a brief explanation of the associated spending from each project.

Water Impact Fees

Current Fiscal Year	(Through 03/31/2026)
Beginning Balance	\$10,396,613.01
Revenues	\$1,967,424.25
Expenses	\$2,425,466.35
Ending Balance	\$9,938,570.91

Water Impact Fee Expenditure Summary FY 2026

Below is a summary of the projects which have been funded or partially funded through the use of water impact fees during the FY 2026 budget year. The figures below are a total water impact fees allocated for each project and the status of the project, not the FY26 impact fee expenses.

Distribution Line: Lofland/Ovilla Road Phase 2 (Construction Phase)

This project is currently in the construction phase. The project scope includes the installation of a water transmission line along Ovilla Road between Marshall Road and US 287 Bypass. The project includes the installation of approximately 5,000 linear feet 24-inch diameter pipe. In FY 2023, \$672,575.00 was transferred from Water Impact Fees into this project. The construction is approximately 40% complete.

Water Main Extension US77 to Old Italy RD (Construction Phase)

This project is complete with construction and is in the closeout phase. The project extended approximately 2,100 linear feet of 24-inch water line and 3,000 linear feet of 12-inch water line from US 77 to Old Italy Road. This water line extension will serve the Waxahachie ISD's new high school and account for development near the construction of TxDOT's Spur 394. This year, \$2,800,000.00 was transferred from Water Impact Fees into this project. The walk-through has been completed, and we are waiting for the close out documents.

(vi)

I-35 Water Main Lofland to Butcher (Construction Phase)

This project is complete. The project scope included the installation of a water transmission along the east right of way of I-35. The project includes the installation of approximately 4,230 linear feet of 18-inch water line connecting the existing 18-inch water lines at Butcher Road and Lofland Road's south side near the Owens Corning facility. In FY 2022, \$132,250.00 was transferred from Water Impact Fees into this project. The certificate of acceptance for the project was given on February 24, 2026.

Howard Road Water Treatment Plant Master Plan Update - (Professional Services)

Project scope is to update the Howard Water Treatment Facility Master Plan due to growth within the City planning area. In FY 2025, \$24,500.00 was transferred from Water Impact Fees into this project. The Consultant Engineer is currently wrapping up the report on the condition assessment of the Howard Water Treatment Plant assets. This project is 90% complete.

Howard Road WTP High Service Pump No.5 (Construction Phase)

The project scope included, but was not limited to, the addition of Pump No. 5 at the High Service Pump Station. Work also included the necessary electrical, instrumentation, and programming for a complete installation to enhance the treated water pumping capacity for the Howard Road Water Treatment Plant's distribution system. In FY 2022, \$718,263.00 was transferred from Water Impact Fees into this project fund. The project is now complete.

Debt Service

The City issues debt for financing long-term infrastructure capital improvements. Infrastructure includes those basic physical structures the government provides to support basic services, including improvements and new components to the City's utility system. Utility-related bond projects are largely financed by a portion of the monthly water fees paid by the City's utility customers. Additionally, water impact fees may be used to support and partially offset the required annual debt service for these bond funds. In FY 2026, water impact fees contributed \$98,300.00 toward the City's water debt service.

Anticipated FY 2026 Water Impact Fee Expenditures

Cardinal Road Water Transmission Line (Professional Services)

This project involves the anticipated construction of approximately 2,400 linear feet of 24-inch water line extending from BNSF Railroad along Cardinal Road to US 77, as well as 4,000 linear feet of 16-inch water main along Cardinal Road connecting to the existing 16-inch water line at the intersection of Vista Way and Grove Creek Road. Project funding will be provided through a \$500,000.00 contribution from the Water Impact Fee Fund.

Saddle Brook Estates Phase III 16" Oversize Water Line Participation (Construction Phase)

This project is the City's anticipated oversize participation share in the construction of 1,160 linear feet of 16-inch diameter water line within the Saddlebrook Estates development. Funding for the project will include a contribution from the Water Impact Fee fund, with the specific obligation to be determined based on the developer's finalized plans.

(vi)

FM 878 at 287 Bypass 16" Oversize Water Line Participation (Construction Phase)

This project is the City's anticipated oversize participation share in the construction of 4,200 linear feet of 16-inch diameter water line from Cleaver Street (west of 287 bypass), across 287 Bypass, to FM 878 (just east of 287 bypass). This is an offsite water line being installed by the Alpine Development. Funding for the project will include a \$416,000 contribution from the Water Impact Fee fund, with the specific obligation to be determined based on the developer's finalized plans.

Wastewater Impact Fees

Current Fiscal Year	(Through 03/31/2026)
Beginning Balance	\$4,610,371.40
Revenues	\$2,320,281.75
Expenses	\$132.62
Ending Balance	\$6,930,466.53

Wastewater Impact Fee Expenditure Summary FY 2026

Below is a summary of the projects which have been funded or partially funded through the use of wastewater impact fees during the FY 2026 budget year. The figures below are a total wastewater impact fees allocated for each project and the status of the project, not the FY26 impact fee expenses.

Wastewater Treatment Plant Master Plan Update (Professional Services)

The project scope was to update the Wastewater Treatment Facilities Master Plan due to growth within the City planning area. The project consisted of a Phase 1 to evaluate the existing plant site and two (2) additional sites to determine maximum amount of treatment capacity. Phase 2 of the project will provide planning level details of the treatment facilities needed to treat the flow identified in the Wastewater Treatment Master Plan and the location of the facilities. In FY 2022, \$276,000.00 was transferred from Wastewater Impact Fees into this project. The Consultant Engineer has finalized and submitted the master plan to the City. The project is now complete.

Debt Service

The City issues debt for financing long-term infrastructure capital improvements. Infrastructure includes those basic physical structures provided by the government to support basic services, including improvements and new components to the City's utility system. Utility-related bond projects are largely financed by a portion of the monthly sewer fees paid by the City's utility customers. Additionally, wastewater impact fees may be used to support and partially offset the required annual debt service for these bond funds. In FY 2026, wastewater impact fees contributed \$1,221,358.00 toward the City's wastewater debt service.

(vi)

Anticipated FY 2026 Wastewater Impact Fee Expenditures

Wastewater Treatment Plant Expansion – Preliminary Design (Professional Services)

This project involves preliminary design efforts to evaluate treatment processes, layout configurations, expansion phasing, and permitting requirements in coordination with TCEQ. Funding will be provided through a \$1,000,000.00 contribution from the Wastewater Impact Fee Fund.

Roadway Impact Fees

Below is a table illustrating the revenues and expenditures for Roadway Impact Fees from October 1, 2025, to March 31, 2026. This table includes figures for all seven (7) old service areas as opposed to just the five (5) new service areas adopted in September of 2025. The biannual impact fee reports will continue to show financial figures for the old service areas until all funds from the old service areas are fully spent or reallocated to the new districts. Revenues and expenses shown for Service Areas 6 & 7 during this reporting period are associated with projects within the old district boundaries that were platted and in permitting during the transition to the new service area boundaries. Roadway Impact Fees can only be spent within the Service Area in which they are collected.

Service Area	FY 2026 Start (10/01/2025)	Revenues	Interest Allocation	Expense	March 2026 End (03/31/2026)
Service Area 1	\$422,714.80	----	\$5,266.36	\$152,045.74	\$275,935.42
Service Area 2	\$7,701,628.03	\$658,094.14	\$162,309.38	\$17,692.40	\$8,504,339.15
Service Area 3	\$1,637,812.770	\$109,995.75	\$34,006.80	----	\$1,781,815.25
Service Area 4	\$2,108,149.36	\$116,641.85	\$43,287.37	----	\$2,268,078.58
Service Area 5	\$3,339,221.78	\$662,385.84	\$77,858.56	----	\$4,079,466.18
Service Area 6	\$2,663,368.58	\$40,152.36	\$51,620.47	\$50,442.81	\$2,704,698.60
Service Area 7	\$2,512,101.54	\$32,537.12	\$46,878.75	\$135,265.00	\$2,456,252.41
Interest	----	\$421,227.69	(\$421,227.69)	----	----
Total	\$20,384,996.79	\$2,041,034.75	----	\$355,445.95	\$22,070,585.59

(vi)

Roadway Impact Fee Expenditure Summary FY 2026

Below is a summary of the projects which have been funded or partially funded through the use of Roadway impact fees during the FY 2026 budget year. The figures below are a total roadway impact fee allocated for each project and the status of the project, not the FY26 impact fee expenses.

Note that impact fee service area boundaries were revised on September 17, 2025 with the approval of the Impact Fee Update study. A map showing the revised boundaries has been provided below.

New High School Road between Spur 394 and US 77 - Service Area 6

This project was bid for construction. The project includes a four-lane concrete roadway from the new Spur 394 to the northwest for approximately 5,600 feet and then turns west on Matthews St for 850 feet to US 77. It includes left turn lanes near the new high school and new intersections at the connection with Old Italy Road and Matthews Street. Funding for construction is \$2,592,245 from old Roadway Impact Fee Service Area 6 (new Service Area 5) and the remainder is to be funded from FY 24 Street Bonds.

Ovilla Road Widening (FM 664) - Service Area 1

The Texas Department of Transportation (TxDOT) requires the City to reimburse the State for the ROW acquisition needed to widen FM 664. The city entered into an agreement with TxDOT to pay the initial cost of \$136,207 in 2022, and a yearly payment of \$152,045.74 from 2023 to 2026. A payment to TxDOT of \$152,045.74 was made on October 2025 from Impact Fee Service Area 1. The last payment for the TxDOT ROW is planned for Oct. 2026.

Farley Street - Service Area 4

This project includes the design and construction of a four-lane concrete arterial roadway between US 287 and the drive entrance to Brown-Singleton Park. The roadway will be widened to a four-lane concrete roadway with sidewalk, lighting, curb and gutter. Utilities will also be upgraded but funded separately (Impact Fees and Bonds). The design budget is \$792,561, and the land acquisition services budget is \$94,500, funded from Street Bonds. A total of \$135,265 from Roadway Impact Fees has been allocated to the project for future construction.

(vi)

Cardinal Road (US 77 to I-35E) – Service Area 2

This project includes the conceptual plan and preliminary design of a 4-lane road and bridge to connect Cardinal Road from US 77 to I-35. \$500,000 was allocated from the Roadway Impact Fees Service Area 2, to prepare a conceptual plan/preliminary engineering to facilitate project discussions with Oncor, Tarrant Regional Water District (TRWD), Union Pacific Railroad, and grant writers. This project will take time due to the complexity of the coordination with Oncor high voltage transmission line relocations, TRWD raw water lines/easements, Union Pacific Railroad and seeking federal grants for this project.

Anticipated FY 2026 Roadway Impact Fee Expenditures

Future projects for Roadways that may utilize impact fee money include:

Cardinal Road (power corridor to Vista Way) – Service Area 2

Construction of this project is in conjunction with private development and is anticipated to begin in either late FY26 or FY27. Development proposed at the intersection of US 77 and Grove Creek Road will construct a portion of Cardinal Road as a four-lane divided roadway from US 77 eastward to a power corridor. Cardinal Road is on the Impact Fee Capital Improvement Plan. This project is eligible for Impact Fee funding for engineering and construction of the roadway extension from the power corridor to Vista Way.

Future Roadway Impact Fee Projects

Main Street and Brookside Road ROW – Service Area 4

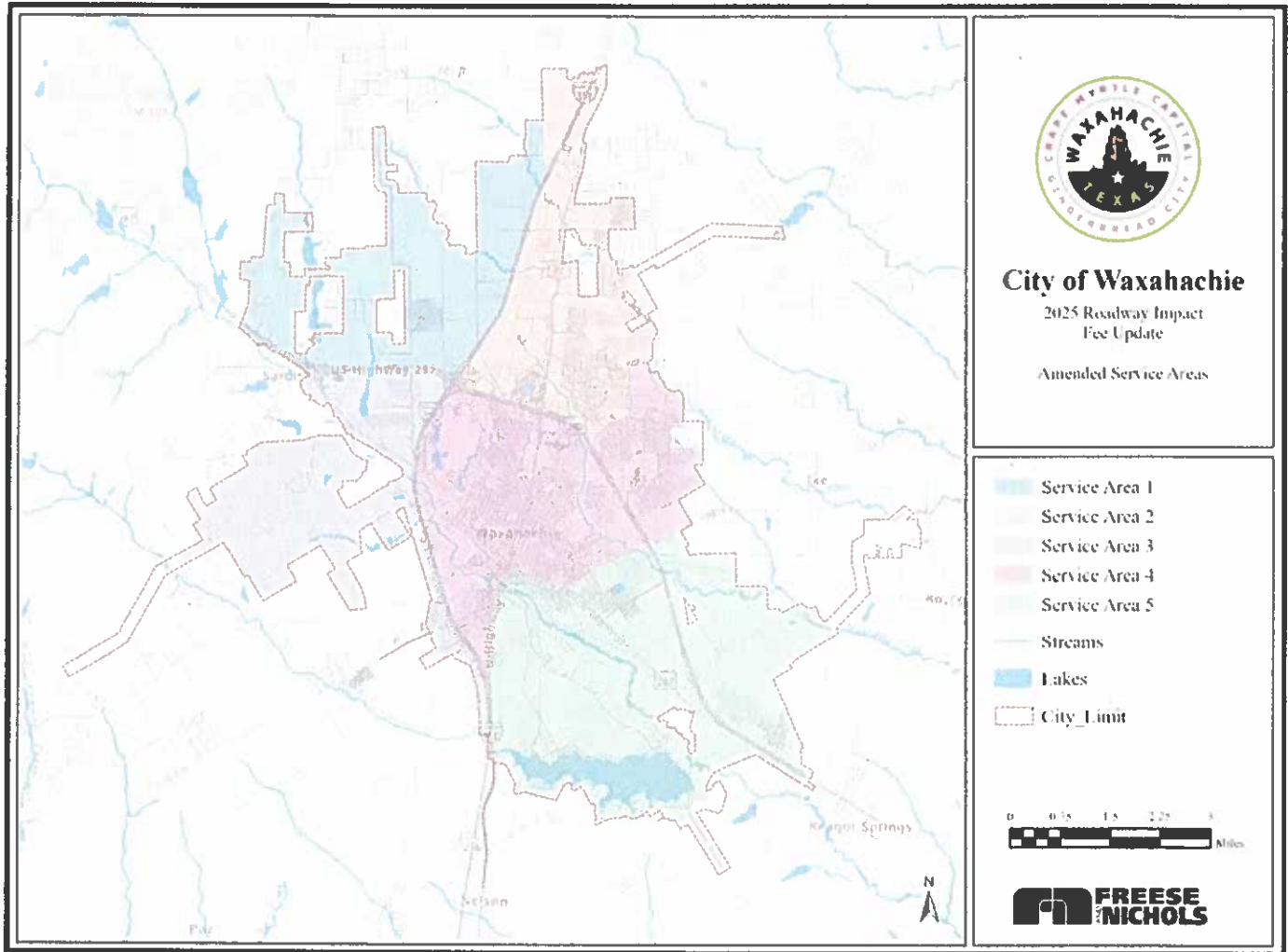
The City is responsible for the ROW acquisition at the east side of the intersection of Main Street and Brookside road, when the Kemp Tract subdivision is developed. Upon receipt of the design plans we will begin the ROW acquisition process. The ROW acquisition along Main Street and Brookside is eligible for Impact Fee funding.

Next Steps

Staff will continue to provide periodic updates to the Impact Fee Advisory Committee and City Council regarding the use of impact fees and the progress on the overall Capital Improvement Plan. Staff intends to provide its next Impact report to the Advisory Committee in the Fall of 2026, covering revenues and expenses for the period from October 1, 2025 through September 30, 2026.

(vi)

Roadway Impact Fee Service Area Map
(Effective September 17, 2025)





Memorandum

To: Mayor and City Council

From: Dustin Deel, Director of Administrative Services

Thru: Ricky Boyd, City Manager *RB*

Date: May 18, 2026

Re: Consider Resolution to Suspend a Rate Increase Request by SiEnergy Gas, LLC

Proposed Motion: "I move to approve a resolution to suspend the rate change application proposed by SiEnergy Gas, LLC and authorize participation with similarly situated cities and the hiring of legal counsel and consulting services.

Item Description: Consider approval of a resolution to suspend SiEnergy's request to increase gas utility rates within the City; authorizing cooperation with other cities served by SiEnergy; and authorizing the hiring of legal counsel and consulting services.

Item Summary: On May 4, 2026, SiEnergy Gas, LLC ("SiEnergy") filed an application with cities retaining original jurisdiction seeking to increase gas utility rates within its incorporated service areas. The Company is also seeking approval to consolidate all its service areas into a single statewide jurisdiction. The proposed filing seeks an increase in revenues of approximately \$4.0 million, representing an increase of approximately 16.1% including gas costs, or 24.0% excluding gas costs.

The proposed resolution suspends the June 8, 2026 effective date of the rate request for the maximum period permitted by law, 90 days. This suspension will allow the City, through participation with other similarly situated cities served by SiEnergy, to review the filing, evaluate the reasonableness of the request, and

(uj)

determine what further action may be appropriate. If the City fails to act prior to the effective date, the rate request is deemed approved.

The resolution also authorizes the hiring of Lloyd Gosselink Rochelle & Townsend, P.C. and consultants to represent the City's interests in the rate case and any related proceedings before the Railroad Commission of Texas. The City must adopt the suspension resolution by June 8, 2026.

Fiscal Impact: All expenses associated with this rate case are required to be reimbursed by SiEnergy. Legal counsel and consultants authorized through the coalition of cities will submit invoices directly for reimbursement; therefore, there is no anticipated net cost to the City.

(uj)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF WAXAHACHIE, TEXAS SUSPENDING THE JUNE 8, 2026 EFFECTIVE DATE OF SIENERGY GAS, LLC'S REQUESTED INCREASE TO PERMIT THE CITY TIME TO STUDY THE REQUEST AND TO ESTABLISH REASONABLE RATES; APPROVING COOPERATION WITH OTHER CITIES IN THE SIENERGY SERVICE AREA; HIRING LEGAL AND CONSULTING SERVICES TO NEGOTIATE WITH THE COMPANY AND DIRECT ANY NECESSARY LITIGATION AND APPEALS; AUTHORIZING INTERVENTION IN SIENERGY'S STATEMENT OF INTENT TO CHANGE GAS UTILITY RATES WITHIN THE INCORPORATED AREAS SERVED BY SIENERGY AND NOTICE OF CONSOLIDATION AT THE RAILROAD COMMISSION; REQUIRING REIMBURSEMENT OF CITIES' RATE CASE EXPENSES; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL

WHEREAS, on or about May 4, 2026, SiEnergy Gas, LLC ("SiEnergy" or "Company"), pursuant to Gas Utility Regulatory Act § 104.102, filed with the City of Waxahachie ("City") a Statement of Intent to change gas rates within the incorporated areas served by SiEnergy and a notice of its intent to consolidate its operations and assets with the other members of SiEnergy Holding LLC, effective June 8, 2026; and

WHEREAS, the City is a gas customer of SiEnergy and a regulatory authority with exclusive original jurisdiction over the rates and charges of SiEnergy within the City; and

WHEREAS, it is reasonable for the City of Waxahachie to cooperate with other similarly situated cities in conducting a review of the Company's application and to hire and direct legal counsel and consultants and to prepare a common response and to negotiate with the Company and direct any necessary litigation; and

WHEREAS, the Gas Utility Regulatory Act § 104.107 grants local regulatory authorities the right to suspend the effective date of proposed rate changes for ninety (90) days; and

WHEREAS, SiEnergy has filed an application with the Railroad Commission, that could become the docket into which appeals of city action on the TGS filing are consolidated; and

WHEREAS, the Gas Utility Regulatory Act § 103.022 provides that costs incurred by cities in ratemaking activities are to be reimbursed by the regulated utility.

(4j)

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

SECTION 1. That the June 8, 2026, effective date of the rate request submitted by SiEnergy on or about May 4, 2026, be suspended for the maximum period allowed by law to permit adequate time to review the proposed changes and to establish reasonable rates.

SECTION 2. That the City is authorized to cooperate with other cities in the SiEnergy service area to hire and direct legal counsel and consultants, negotiate with the Company, make recommendations to the City regarding reasonable rates and to direct any necessary administrative proceedings or court litigation associated with an appeal of a rate ordinance and the rate case filed with the City or Railroad Commission.

SECTION 3. That, subject to the right to terminate employment at any time, the City of Waxahachie hereby authorizes the hiring of the law firm of Lloyd Gosselink Rochelle & Townsend, P.C. and consultants to represent the City in all matters associated with the SiEnergy application to increase rates and appeals thereof.

SECTION 4. That intervention at the Railroad Commission in the docket that the application is filed under is authorized.

SECTION 5. That the City's reasonable rate case expenses shall be reimbursed by the Company.

SECTION 6. That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

SECTION 7. A copy of this Resolution shall be sent to SiEnergy representatives June M. Dively and Daniel Croll, SiEnergy Gas, LLC, 13215 Bee Cave Pkwy., Suite B-250, Bee Cave, Texas 78738 (junedively@sienergy.com and dancroll@sienergy.com), and to Jamie Mauldin at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701 (jmauldin@lglawfirm.com).

PASSED AND APPROVED this _____ day of _____, 2026.

Mayor, City of Waxahachie

ATTEST:

(7)



Memorandum

To: Honorable Mayor and City Council
From: Chad Tustison, Finance Director
Thru: Ricky Boyd, City Manager *RB*
Date: May 18, 2026
Re: Fiscal Year 2026 Second Quarter Financial Report

I am pleased to present the Second Quarter Financial Report for Fiscal Year 2026, covering the period of October 2025 through March 2026. This report highlights the General Fund, Water and Wastewater funds, Waxahachie Community Development Corporation (WCDC) Fund, Hotel/Motel Fund and the Tax Increment Refinance Zone (TIRZ) Fund. This report compares actual revenue collections and expenses incurred during the year to the approved budget.

General Fund

- The City's General Fund accounts for activities commonly associated with municipal government such as police and fire protection, parks and recreation, routine street maintenance, and library services. This fund is supported by property tax, sales tax, user fees, permits and other miscellaneous revenues. Overall, revenues have performed better than anticipated and expenses are within budget.
- **Property tax collections** account for approximately 40% of the City's budgeted revenue. Through the second quarter, property taxes in the City's General Fund amount to \$27.7 million, or 97% of the budget. The

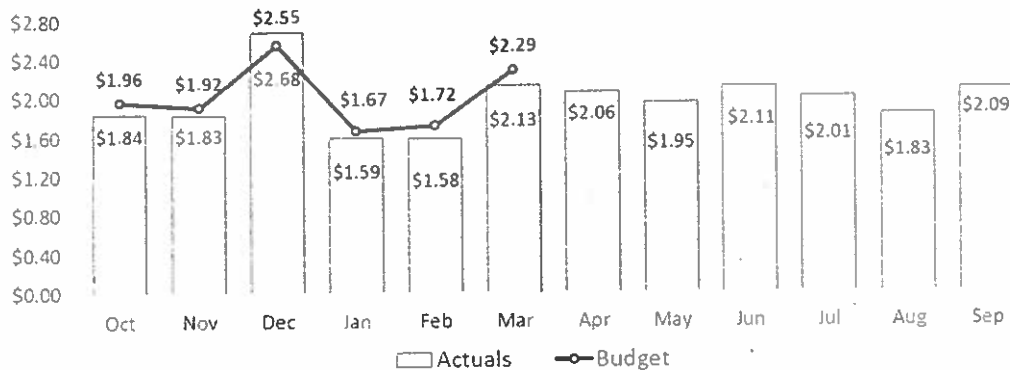
(7)

majority of collections occur from December through March as property tax payments become due. In addition to current-year collections, this revenue also includes delinquent payments from prior years and associated penalties and interest.

- **Sales tax** is the second largest revenue source, accounting for 34% of the City's General Fund. Of the 8.25 cents for every dollar of taxable sales, the state of Texas collects 6.25 cents, while 1.5 cents are distributed to the City's General Fund, and 0.5 cents goes to the WCDC fund.

Through the second quarter, collections in the General Fund total \$12.1 million, or 51% of the budget. The budget was developed with a projected increase in sales tax of 2.5% over the prior year. Through two quarters, actual collections are 6.4% over last year and tracking at 3.8% above budget.

FY 2024 Monthly Sales Tax - General Fund Budget vs Actuals
(*\$ in millions*)

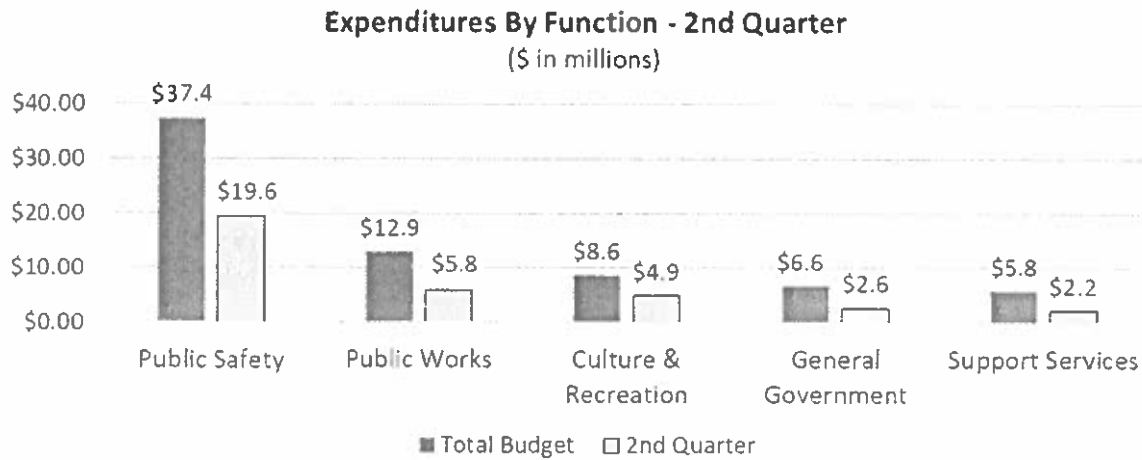


- Other major revenue sources include Franchise Fees, Licenses and Permits, Charges for Service, Miscellaneous revenue and Transfers In. Franchise fees are collected from local utility companies to pay for the use of the City's right-of-way. Franchise fees are typically paid following the close of the prior quarter. Building permits for residential and commercial building activity continue to be stronger than anticipated.

Miscellaneous revenue is trending higher mainly as a result of interest income from higher yields on the City's invested funds. Additionally, this category includes insurance and grant reimbursements, tax on mixed beverages, and auction proceeds.

(7)

- **Expenditures** in the General Fund for the second quarter total \$33.2 million, or 44% of the budget. The following chart compares the budget for each City function to the actual expenditures through the second quarter.



- In the area of Public Works, spending is on track as the City continues work on the street and sidewalk projects included in the budget. As the year progresses and contracts are authorized and executed, these funds are anticipated to be spent at the budgeted levels.
- In the areas of General Government and Support Services, the majority of the lag in spending is due to the timing of payment for the fiber installation project.

Other Funds

- The Water and Wastewater Funds account for all revenues and expenditures associated with the operation and maintenance of the City's water distribution and wastewater treatment activities. For the Water and Wastewater Funds, revenues are in line with the budget. Expenses are lower than budget for both funds due to the timing of the annual debt service payments. Principal and interest payments occur in the second and fourth quarters of the fiscal year and will be reflected in those financial reports. Interest payments are scheduled to occur in the second and fourth quarters of the fiscal year and principal payments in the fourth quarter.
- The WCDC fund accounts for revenues and expenses associated with the Waxahachie Community Development Corporation in operating the Civic

(7)

Center and Sports Complex, promoting economic development, and implementing quality of life improvements throughout the community. This fund is mainly funded by ½ cent sales tax and user fees. Overall, revenues and expenses are within budget. Similar to the General Fund, sales tax is up 6.4% over last year and 3.8% above budget.

- The Hotel/Motel Tax Fund receives the proceeds from a 7% hotel occupancy tax available to be used to promote tourism and the convention and hotel industry. The City uses the fund to operate the Convention and Visitor's Bureau and various smaller non-city organizations that promote the arts and historic tourism and preservation. Expenditures are lagging due to the funding and timing of the contributions to these non-city agencies, which represents 25% of hotel revenue collections.

Investment Activity

- As part of the financial management of the City, cash balances in the City's various funds are invested and earn interest. This interest income can be used to fund operating costs, capital projects, and service debt. These funds are invested in accordance with the City's Investment Policy and are in full compliance with the Texas Public Funds Investment Act. The majority of City funds are invested in LOGIC, a AAA rated local government investment pool. In the second quarter of the fiscal year, the City's investments earned a total of \$2.54 million.
- Additional summary information related to the second quarter financial and investment activity can be found in the attachments to this report.

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CITY OF WAXAHACHIE QUARTERLY FINANCIAL REPORT

FISCAL YEAR 2026 - 2nd QUARTER

(October 1, 2025 - March 30, 2026)

GENERAL FUND SUMMARY

	ACTUALS FY 2025	BUDGET FY 2026	2nd Quarter FY 2026	QTR ACTUAL AS % OF BUDGET
REVENUES				
Property Tax	\$26,451,935	\$28,680,800	\$27,693,792	97%
Sales Tax	23,440,536	23,709,000	12,112,375	51%
Franchise Fees	5,473,662	5,439,700	1,933,068	36%
Licenses & Permits	2,696,821	2,031,600	1,390,525	68%
Charges for Service	3,283,025	3,094,600	1,301,342	42%
Miscellaneous	4,567,735	1,987,800	1,245,797	63%
Transfers In	4,948,384	4,437,760	2,176,251	49%
Total Revenues	\$70,862,098	\$69,381,260	\$47,853,149	69%
EXPENDITURES BY FUNCTION				
Public Safety	\$36,270,288	\$42,389,581	\$21,534,272	51%
Public Works	11,569,373	14,835,461	6,430,009	43%
Culture & Recreation	8,588,933	6,850,545	3,786,713	55%
General Government	5,300,040	5,998,396	3,020,584	50%
Support Services	4,127,297	5,511,189	2,430,243	44%
Total Expenditures	\$65,855,931	\$75,585,172	\$37,201,822	49%

* Quarterly actual figures are preliminary and unaudited

(7)



**CITY OF WAXAHACHIE
 QUARTERLY FINANCIAL REPORT
 FISCAL YEAR 2026 - 2nd QUARTER**

(October 1, 2025 - March 30, 2026)

OTHER FUNDS SUMMARY

	ACTUALS FY 2025	BUDGET FY 2026	2nd Quarter FY 2026	QTR ACTUAL AS % OF BUDGET
WATER FUND				
Revenues	\$22,797,530	\$23,335,090	\$11,212,365	48%
Expenses	20,700,036	24,864,934	9,594,878	39%
WASTEWATER FUND				
Revenues	\$19,676,712	\$17,149,017	\$8,661,905	51%
Expenses	15,012,005	18,629,277	7,366,529	40%
WAXAHACHIE COMMUNITY DEVELOPMENT FUND (WCDC)				
Revenues	\$9,295,500	\$9,193,665	\$4,669,339	51%
Expenses	8,798,886	8,102,491	4,040,382	50%
HOTEL / MOTEL FUND				
Revenues	\$1,384,581	\$1,223,500	\$526,026	43%
Expenses	1,165,988	1,172,692	374,555	32%
TAX INCREMENT FINANCE ZONE FUND (TIRZ 1)				
Revenues	\$982,679		\$901,025	-
Expenses	216,899		105,668	-

* Quarterly actual figures are preliminary and unaudited

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CITY OF WAXAHACHIE
Quarterly Investment Report
as of March 31, 2026

Account Type	Purchase Date	Maturity Date	Interest (Yield)	Book Value	Market Value	Fund Distribution
LOGIC	N/A	On Demand	5.2340%	275,766,455	275,766,455	All Funds
First Financial Bank	N/A	On Demand	4.4217%	3,949,410	3,949,410	All Funds
Totals				<u>279,715,865</u>	<u>279,715,865</u>	

Total interest earned for this quarter: \$ 2,543,373
Total interest earned fiscal year to date: \$ 5,084,701

This report complies with the requirements of the public investment law and covers all the funds of the City of Waxahachie that are subject to that law.



Chad Tustison, Finance Director and Investment Officer

(8)



Memorandum

To: Honorable Mayor and City Council
From: Shon Brooks, Assistant City Manager
Thru: Ricky Boyd, City Manager *RB*
Date: May 18, 2026
Re: Consider Resolution Approving a Reimbursement Agreement for
Waxahachie Public Improvement District No. 1

Recommended Motion: "I move to adopt a resolution approving and authorizing an agreement for the construction and funding of authorized improvements and reimbursement of advances for the Waxahachie PID No. 1, executing other matters related to the subject."

Item Description: Consider approving a reimbursement agreement for Phase 5 infrastructure for Saddlebrook Estates. The developer, 287 Waxahachie, L.P. is seeking to levy the assessments and issue bonds at the July 6th City Council meeting. The current rate for this and all existing phases of the development is \$0.17 per \$100 of assessed value. This rate impacts future home purchases in the development and provides the same rate as the existing home PID rates.

Item Summary: The City of Waxahachie accepted Public Improvement District No. 1 in 2007. This PID was created to offset infrastructure costs and public open space areas.

Fiscal Impact: The proposed rate will continue the development as currently operating and will not increase any services other than those due to the increase in future homes in the development.

CITY OF WAXAHACHIE, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF WAXAHACHIE, TEXAS, APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A "AGREEMENT FOR THE CONSTRUCTION AND FUNDING OF AUTHORIZED IMPROVEMENTS AND REIMBURSEMENT OF ADVANCES" BETWEEN THE CITY OF WAXAHACHIE, TEXAS, AND 287 WAXAHACHIE, L.P., A TEXAS LIMITED PARTNERSHIP.

WHEREAS, on April 16, 2007, the City Council (the "City Council") of the City of Waxahachie, Texas (the "City"), adopted Resolution No. 1087 creating the Waxahachie Public Improvement District No. 1 (the "PID") in accordance with Chapter 372, Texas Local Government Code, as amended; and

WHEREAS, the City desires to approve the "Agreement for the Construction and Funding of Authorized Improvements and Reimbursement of Advances" by and between the City and 287 Waxahachie, L.P., a Texas limited partnership (the "Developer"), to be effective May 18, 2026 (the "Reimbursement Agreement"); and

WHEREAS, the Reimbursement Agreement satisfies the requirements of Section 372.023 of the Public Improvement District Assessment Act, Texas Local Government Code, Chapter 372, as amended, and is an appropriate method of reimbursement for the actual costs associated with the construction and development of the Authorized Improvements (as defined in the Reimbursement Agreement) within the PID; and

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

SECTION 1. The findings and premises contained in the preambles above are hereby deemed to be true and correct and incorporated herein.

SECTION 2. The Reimbursement Agreement, in a form substantially similar to the agreement attached hereto as **Exhibit A**, is hereby approved, and the Mayor is authorized to execute such Reimbursement Agreement on behalf of the City.

SECTION 3. This Resolution shall become effective from and after its date of passage in accordance with law.

[Remainder of page intentionally left blank; signatures follow]

(8)

INTRODUCED, READ, AND PASSED by the affirmative vote of the City Council of the City of Waxahachie, on this the 18th day of May.

Billie Wallace, Mayor

Amber Villareal, City Secretary

(8)

EXHIBIT A
REIMBURSEMENT AGREEMENT

(8)

**AGREEMENT FOR THE CONSTRUCTION AND FUNDING OF AUTHORIZED
IMPROVEMENTS AND REIMBURSEMENT OF ADVANCES
Waxahachie Public Improvement District No. 1**

This Agreement for the Construction and Funding of Authorized Improvements and Reimbursement of Advances (the "Agreement") is made and entered into as of May 18, 2026 by and between the **CITY OF WAXAHACHIE, TEXAS**, a home rule City of the State of Texas (the "City") and **287 WAXAHACHIE L.P.**, a Texas limited partnership, and its successors and assigns (the "Developer").

RECITALS

WHEREAS, the Developer, as the developer of certain real property located wholly within the corporate limits of the City and within Ellis County, Texas, as described in the Creation Resolution (hereinafter defined) (the "Property"), desires to develop such Property;

WHEREAS, on April 16, 2007 the City Council passed and approved Resolution No. 1087 (the "Creation Resolution") authorizing the creation of the Waxahachie Public Improvement District No. 1 (the "District"), as provided by Chapter 372, Texas Local Government Code, as amended (the "PID Act"), covering approximately 1,965 acres of land described by metes and bounds in said Resolution (the "District Property"); and

WHEREAS, the PID includes the Property; which Property is intended to be developed in phases or improvement areas (each, an "Improvement Area") of the PID, as illustrated in the service and assessment plans previously prepared and approved by the City; and

WHEREAS, the Developer intends to make certain authorized improvements to benefit a portion of the Property identified as Phase 5, as legally described in Exhibit A, attached hereto and incorporated herein for all purposes, which improvements include the acquisition, construction, or improvement of water facilities or improvements, wastewater facilities or improvements, drainage facilities or improvements, streets, roadway improvements, sidewalks, right-of-way acquisition, utility easement acquisition, and other improvement projects described in the Creation Resolution, all of which are designated as "authorized improvements" under the PID Act (collectively, the "Authorized Improvements"); and

WHEREAS, the purpose of the PID is to finance the Authorized Improvements; and

WHEREAS, the updated service and assessment plan (the "SAP") shall be prepared and approved by the City in accordance with the PID Act, and shall establish, among other matters, the projected costs of the Authorized Improvements, including the Actual Costs (as defined herein) and costs incurred in the establishment, administration, and operation of the PID as provided in the PID Act (collectively, the "PID Costs"); and

WHEREAS, the SAP shall allocate the PID Costs to the benefitted Property within the PID; and

WHEREAS, assessments to be levied against benefitted Property within each Improvement Area ("PID Assessments") will be reflected on an assessment roll(s) to be approved by the City Council; and

WHEREAS, the City shall, by ordinance, approve the SAP (including the assessment roll(s)), levy assessments, and establish the dates upon which interest on PID Assessments will begin to accrue and collection of PID Assessments will begin; and

WHEREAS, all Assessment Revenues (as defined herein) received and collected by the City shall be deposited, as required by the PID Act, into a Pledged Revenue Fund (as defined herein) that is segregated

(8)

from all other funds of the City or, in the event of the issuance of bonds to finance the Authorized Improvements ("PID Bonds"), into funds held under an indenture pursuant to which the PID Bonds are issued (the "PID Bond Indenture"); and

WHEREAS, Assessment Revenue deposited into the Pledged Revenue Fund or the Reimbursement Fund (as defined herein) shall be used solely to reimburse Developer and its designees or assigns for PID Costs advanced by the Developer, plus interest and proceeds from PID Bonds, if issued, shall be used to pay the PID Costs, including costs previously paid by the Developer, and for the purposes set forth in the PID Bond Indenture; and

WHEREAS, the Developer intends to make Developer Advances (as defined herein) for the permitting, design, and construction of the Authorized Improvements and the City intends to acquire and/or receive the Authorized Improvements constructed by the Developer or otherwise authorize the dedication of the Authorized Improvements to another authorized third-party and to reimburse the Developer for the Developer Advances; and

WHEREAS, the City and the Developer desire to enter into this Agreement to memorialize the City's intent to reimburse the Developer for the Developer Advances made for the construction and financing of the Authorized Improvements to the fullest extent allowed by law; and

WHEREAS, this Agreement is a "reimbursement agreement" authorized by Section 372.023(d)(1) of the PID Act; and

WHEREAS, the City's obligations to reimburse the Developer for Developer Advances paid related to the Authorized Improvements constructed for the benefit of the PID shall (i) only be paid from the PID Assessments and/or Annual Installments collected from property within the PID once such PID Assessments are levied, (ii) are contingent upon the City levying such PID Assessments, and (iii) will not be due and owing unless and until the City actually levies such PID Assessments;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the mutual promises, covenants, obligations, and benefits hereinafter set forth, the City and the Developer hereby contract and agree as follows:

DEFINITIONS

In addition to the terms defined in the foregoing recitals, as used herein, the following terms have the meanings specified below.

"Actual Costs" shall have the meaning ascribed to it in Section 1.03 hereof.

"Annual Installment" shall have the meaning ascribed to it in the SAP.

"Assessed Property" shall have the meaning ascribed to it in Section 1.05 hereof.

"Assessment Ordinance" shall mean any ordinance adopted by the City Council approving the SAP and levying PID Assessments.

"Assessment Revenue" shall have the meaning ascribed to it in Section 1.05 hereof.

"City Representative" means any officer, employee or other designated representative specifically authorized by the City Council to undertake the actions referenced herein. The City Manager and the Director of Finance are hereby designated as the initial City Representatives.

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“Closing Disbursement Request” means a request for payment of Actual Costs related to the Authorized Improvements from the proceeds of a series of PID Bonds in a form approved by the City and the Developer.

“Developer Advances” mean advances made by the Developer to pay Actual Costs.

“Developer Improvement Account” means an account of the Project Fund which may be created and established under the applicable PID Bond Indenture (and segregated from all other funds contained in the Project Fund) into which the City deposits or directs the applicable trustee to deposit any funds received from the Developer as required under such PID Bond Indenture.

“Maturity Date” is the date one year after the last Annual Installment is collected.

“Payment Request” shall have the meaning ascribed to it in Section 2.01 hereof.

“PID Bond Proceeds” shall have the meaning ascribed to it in Section 1.03 hereof.

“Pledged Revenue Fund” means, collectively, the fund established by the City under each applicable PID Bond Indenture (and segregated from all other funds of the City) into which the City deposits Assessment Revenue in accordance with each applicable PID Bond Indenture related to a series of PID Bonds issued and still outstanding.

“Project Fund” means, collectively, the fund, including all accounts created within such fund, established by the City under each applicable PID Bond Indenture (and segregated from all other funds of the City) into which the City deposits PID Bond Proceeds in the amounts and as described in the applicable PID Bond Indenture.

“Prepayment” means the payment of all or a portion of an Assessment before the due date thereof.

“Reimbursement Agreement Balance” shall have the meaning ascribed to it in Section 2.05 hereof.

“Reimbursement Fund” means a fund which may be established by the City under the applicable PID Bond Indenture (and segregated from all other funds of the City) into which the City transfers Assessment Revenues from the applicable Pledged Revenue Fund for the purpose of paying amounts due to the Developer under this Agreement or a separate reimbursement agreement and/or Actual Costs of Authorized Improvements that are not paid from PID Bond Proceeds deposited in the applicable account of the Project Fund in accordance with each applicable PID Bond Indenture related to a series of PID Bonds issued and still outstanding.

ARTICLE I

Construction of the Authorized Improvements

1.01. Design of the Authorized Improvements. All physical facilities to be constructed or acquired as a part of the Authorized Improvements shall be approved by the governmental entity having authority.

1.02. Construction and Acquisition of Authorized Improvements.

(a) The Authorized Improvements shall be constructed or caused to be constructed and all easements, equipment, materials, and supplies required in connection therewith may be acquired in the name of the City, the retail service provider, or the Developer. Prior to or at the time of reimbursement of

the Developer with funds from the Pledged Revenue Fund or PID Bonds, as applicable, the Developer shall convey the Authorized Improvements to the City or third-party retail provider, as applicable, in accordance with Section 3.02 below.

(b) Construction of the Authorized Improvements shall not require competitive bidding pursuant to Section 252.022(a)(9) of the Texas Local Government Code, as amended. All plans and specifications for Authorized Improvements to be owned by the City, but not construction contracts, shall be reviewed and approved, in accordance with applicable City regulations, by the City prior to Developer commencing construction.

(c) In performing this Agreement, the Developer is not the agent or employee of the City.

(d) Upon completion of construction of Authorized Improvements to be owned by the City or an authorized third-party constructed in the name of the Developer, the Developer shall provide the City or such third-party with final "record" drawings of the Authorized Improvements approved by the City's or such third-party's engineers.

(e) Upon completion of the Authorized Improvements, the Developer shall present to a City Representative invoices or other evidences of payment of costs of the Authorized Improvements for review and approval. The City agrees, subject to the provisions of Sections 1.05 and 2.01 hereof, to pay the Developer, and the Developer shall be entitled to receive from the City, the amount equal to the PID Costs and the Actual Costs (as such term is defined herein) paid by the Developer for Authorized Improvements, or overrun costs, allowed hereunder and as described in the SAP, that were paid by the Developer, plus interest, as provided in Article II hereof.

(f) All Authorized Improvements shall be constructed by or at the direction of the Developer in accordance with the plans, applicable City ordinances and regulations, including regulations of a third-party receiving any of the Authorized Improvements, and this Agreement and any other agreement between the parties related to property in the PID and/or the Authorized Improvements. The Developer shall employ at all times adequate staff or consultants with the requisite experience necessary to administer and coordinate all work related to the design, engineering, acquisition, construction and installation of all Authorized Improvements to be acquired and accepted by the City or authorized third-party from the Developer. If any Authorized Improvements are or will be on land owned by the City, the City hereby grants to the Developer a license to enter upon such land for purposes related to construction (and maintenance pending acquisition and acceptance) of the Authorized Improvements. Inspection and acceptance of Authorized Improvements will be in accordance with applicable City ordinances and regulations.

1.03. Cost of Authorized Improvements. To the extent that the City has not issued PID Bonds, the Developer shall promptly pay the undisputed costs of the Authorized Improvements as the same become due, subject to statutory retainage, including, without limitation, all costs of design, engineering, materials, labor, construction, and inspection arising in connection with the Authorized Improvements; all payments arising under any contracts entered into for the construction of the Authorized Improvements; all costs incurred in connection with obtaining governmental approvals, certificates, permits, easements, rights-of-way, or sites required as a part of the construction of the Authorized Improvements, including, without limitation, any on-site or off-site mitigation costs; and all expenses incurred in connection with the construction of the Authorized Improvements (the "Actual Costs"). The City shall not be liable to any contractor, engineer, attorney, materialman or other party employed or contracted with in connection with the construction of the Authorized Improvements, but shall only be obligated to reimburse the Developer in the manner and to the extent provided in Article II of this Agreement, and for the avoidance of any doubt, solely from PID Assessments or proceeds of PID Bonds ("PID Bond Proceeds"), if issued.

(8)

1.04 Timing of Authorized Improvements. Notwithstanding anything herein to the contrary, the Developer may advance funds or cause funds to be advanced and/or construct and install or cause to be constructed and installed Authorized Improvements as Developer deems appropriate in its sole and absolute discretion, including the construction and installation of Authorized Improvements to serve portions of the Property and in different phases and sections over a period of time. The Developer may exercise its sole discretion on all aspects of the phasing and timing of development and shall not be obligated to advance funds and/or construct and install the Authorized Improvements for the entire Property at one time.

1.05 City's Obligation Limited. The Parties agree the City's obligations to reimburse the Developer for costs paid related to the Authorized Improvements constructed for the benefit of an Improvement Area shall only be paid from (A) PID Bonds, if issued and/or (B) the PID Assessments and/or Annual Installments collected from the portion of an Improvement Area subject to the PID Assessments (the "Assessed Property") (such PID Assessments or Annual Installments thereof collected on such Assessed Property, the "Assessment Revenue"), and such obligation (i) is contingent upon the City levying such Assessments related to the Authorized Improvements constructed for the benefit of that Improvement Area, and (ii) will not be due and owing unless and until the City actually levies such PID Assessments related to the Authorized Improvements constructed for the benefit of that Improvement Area. The Parties agree that the levying of the PID Assessments will create the fund, as either the Pledged Revenue Fund or the Reimbursement Fund, as applicable, out of which the City will pay its obligation under this Agreement until the Maturity Date, and until such time, this Agreement does not create an obligation of the City.

ARTICLE II

Reimbursement for Funds Advanced; Funding of Authorized Improvements

2.01. Obligation to Reimburse; Obligations Limited. The City and Developer agree that the City shall levy PID Assessments and may, at the discretion of the City issue and sell, from time to time, PID Bonds to fund the Actual Costs. It is the mutual intent and agreement of the City and Developer to provide for future reimbursement of funds advanced for Actual Costs, including PID Costs, by the Developer through the levy of PID Assessments and/or issuance of PID Bonds and use of Assessment Revenues and/or PID Bond Proceeds. The City is obligated, subject to the provisions of Section 1.05 hereof, to reimburse the Developer and its designees and assigns for all funds advanced or caused to be advanced by the Developer for the acquisition, construction, and management of any Actual Costs of the Authorized Improvements authorized under the PID Act and in accordance with the provisions of the SAP. If the Developer is in substantial compliance with its obligations under this Agreement, then following the inspection and approval of any portion of Authorized Improvements to be owned by the City or an authorized third-party pursuant to the provisions of the PID Act for which Developer seeks reimbursement or payment of the PID Costs by submission of a request for reimbursement or payment (a "Payment Request"), the obligations of the City under this Agreement to pay from Assessment Revenue or the net PID Bond Proceeds, as applicable, disbursements (whether to the Developer or to any person designated by the Developer) identified in any approved Payment Request and to pay debt service on PID Bonds are unconditional and not subject to any defenses or rights of offset except as may be provided by law or in any PID Bond Indenture; provided, in no event shall the City Representative be authorized to approve a Payment Request if the City has not previously levied PID Assessments against Assessed Property within the development related to the Authorized Improvements for which such Payment Request has been submitted. To the extent that the City levies Assessments but does not issue PID Bonds, and subject to the provisions of Section 1.05, the City agrees to reimburse the Developer with interest as provided herein from monies available in the Pledged Revenue Fund until the Maturity Date, and the Developer shall be entitled to receive payments from the City, from such source for amounts shown on a Payment Request.

Upon the levy of the PID Assessments, the Reimbursement Agreement Balance (hereinafter defined), shall bear simple interest per annum not to exceed the rates permitted under subsections (e)(1) and (e)(2) of Section 372.023 of the PID Act, as further identified in the SAP, or if PID Bonds are issued,

then the interest rate on such PID Bonds, and as identified with respect to each Improvement Area in the SAP. The PID Assessments shall accrue interest in accordance with the SAP. Interest shall continue on the unpaid principal amount of the PID Assessments for a lot or parcel for 30 years or as otherwise set forth in the SAP and until the PID Assessments are paid in full, unless otherwise provided in the SAP and/or Assessment Ordinance.

For the avoidance of doubt, the City's obligation to reimburse shall be solely from funds in the Pledged Revenue Fund and/or from the PID Bond Proceeds, and the Developer agrees to look solely to such sources for reimbursement. The obligations of the City under this Agreement shall not, under any circumstances, give rise to or create a charge against the general credit or taxing power of the City or a debt or other obligation of the City payable from any source other than the Pledged Revenue Fund, or the PID Bond Proceeds if applicable. The Parties further agree that the City's obligation under this agreement with respect to the PID Costs of Authorized Improvements within an Improvement Area shall be contingent upon the City levying PID Assessments against such Improvement Area related to the Authorized Improvements which will benefit such Improvement Area. The levying of the PID Assessments against each Improvement Area(s) will create the fund out of which the City will pay its obligation and until such time, this Agreement does not create an obligation of the City. Unless approved by the City, no other City funds, revenues, taxes, or income of any kind shall be used to pay: (1) the Actual Costs of the Authorized Improvements; (2) amounts due and owing under this Agreement; or (3) debt service on any PID Bonds. None of the City or any of its elected or appointed officials or any of its officers, employees, consultants or representatives shall incur any liability hereunder to the Developer or any other party in their individual capacities by reason of this Agreement or their acts or omissions under this Agreement.

2.02. Time and Amount of Reimbursement. The City shall reimburse the Developer for payment of costs related to the Authorized Improvements of construction solely from (i) the proceeds of PID Bonds and/or (ii) Assessment Revenue collected pursuant to PID Assessments levied on an Improvement Area.

In regards to reimbursement from PID Bonds, the City shall reimburse the Developer and its designees for those Actual Costs that have been paid or advanced or caused to be paid or advanced by the Developer pursuant to Sections 1.03, 1.05, and 2.01 hereof and in accordance with the terms of the applicable PID Bond Indenture.

Additionally, the Developer may request reimbursements directly from Assessment Revenue levied against property within an Improvement Area. The invoices included with the Payment Request shall identify the payee, the goods, services and/or materials provided by such payee and the total amount paid with respect to such goods, services and/or materials. If the City timely disapproves of the Payment Request (for a reason other than for a failure to levy PID Assessments from which the Payment Request is to be paid, in accordance with the provisions hereof) by delivering a detailed notice to the Developer, then payment with respect to the disputed portion(s) of the Payment Request shall not be made until the Developer and the City settle the dispute. The Parties agree to meet promptly and resolve any dispute within 60 days from the date of the initial submittal of the Payment Request for payment is authorized to be approved by a City Representative. Any unresolved disputes may be appealed to City Council.

With respect to any Payment Request by the Developer, in no event shall the City Representative be authorized to approve such request if the City has not previously levied PID Assessments against the Assessed Property.

2.03. Fund Deposits. Until PID Bonds payable from Assessment Revenues collected from each Improvement Area(s) are issued, the City shall bill, collect, and immediately deposit into the Pledged Revenue Fund all Assessment Revenue consisting of: (1) revenue collected from the payment of PID Assessments (including pre-payments and amounts received from the foreclosure of liens but excluding costs and expenses related to collection); and (2) any additional revenue collected from the payment of

Annual Installments, as defined in the SAP (excluding Annual Collection Costs and Delinquent Collection Costs, each as defined in the SAP). Funds in the Pledged Revenue Fund shall only be used to pay Actual Costs of the Authorized Improvements or all or any portion of the Reimbursement Agreement Balance in accordance with this Agreement. Once PID Bonds payable from Assessment Revenue are issued, the City shall bill, collect, and immediately deposit all Assessment Revenue securing such series of PID Bonds in the manner set forth in the applicable PID Bond Indenture; and if applicable, the City shall continue to deposit all Assessment Revenue or payments thereof not securing a series of PID Bonds into the Pledged Revenue Fund.

Once PID Bonds payable from Assessment Revenue are issued, the City shall also deposit PID Bond Proceeds and any other funds authorized or required by the applicable PID Bond Indenture into the funds established by the applicable PID Bond Indenture in the manner set forth in the applicable PID Bond Indenture. Annual Installments shall be billed and collected by the City (or by any person, entity, or governmental agency permitted by law) in the same manner and at the same time as City ad valorem taxes are billed and collected. Funds in the Project Fund shall only be used in accordance with the applicable PID Bond Indenture; provided that funds disbursed from the applicable PID Project Fund shall be made first from PID Bond Proceeds held in the applicable accounts within such PID Project Fund until such accounts are fully depleted and then from the Developer Improvement Account of the applicable Project Fund, if applicable. Funds in the PID Bond Reimbursement Fund shall only be used to pay Actual Costs of the Authorized Improvements not paid from the PID Project Fund in accordance with the applicable PID Bond Indenture.

Notwithstanding any other provision in this Agreement, the Actual Costs of Authorized Improvements shall be paid from: (1) the Assessment Revenue, or (2) net PID Bond Proceeds or other amounts deposited in an account of the PID Project Fund created under a PID Bond Indenture related to PID Bonds secured by the Assessment Revenue. The City will take and pursue all actions permissible under Applicable Laws to cause the PID Assessments to be collected and the liens related to such PID Assessments to be enforced continuously, in the manner and to the maximum extent permitted by the Applicable Laws, and, to the extent permitted by Applicable Laws, to cause no reduction, abatement or exemption in the PID Assessments for so long as any PID Bonds are outstanding or a Reimbursement Agreement Balance remains outstanding. The City shall determine or cause to be determined, no later than March 1 of each year whether any Annual Installment is delinquent. If delinquencies exist, then the City will order and cause to be commenced as soon as practicable any and all appropriate and legally permissible actions to obtain such Annual Installment, and any delinquent charges and interest thereon, including diligently prosecuting an action to foreclose the currently delinquent Annual Installment. Notwithstanding the foregoing, the City shall not be required under any circumstances to purchase or make payment for the purchase of the delinquent Assessment or the corresponding Assessed Property or to use any City funds, revenues, taxes, income, or property other than moneys collected from the PID Assessments. Once PID Bonds are issued, the applicable PID Bond Indenture shall control in the event of any conflict with this Agreement.

2.04. Payment of Actual Costs. If PID Bonds are not issued (or prior to such issuance) to pay the Actual Costs, the Developer may elect to make Developer Advances to pay Actual Costs. If PID Bonds are issued, the PID Bond Proceeds shall be used in the manner provided in the applicable PID Bond Indenture; and, except as may be required under an applicable PID Bond Indenture, the Developer shall have no obligation to make Developer Advances for the related Authorized Improvements, unless the PID Bond Proceeds, together with any other funds in the Project Fund, are insufficient to pay the Actual Costs of such Authorized Improvements, in which case the Developer shall make Developer Advances to pay the deficit. If Developer Advances are required in connection with the issuance of a series of PID Bonds, then such Developer Advances may be reduced by the amount of payments of Actual Costs of the Authorized Improvements (or portions thereof) to be financed by such PID Bonds that the Developer has previously paid if (i) the Developer submits to the City all information related to such costs that would be required by

(8)

a Closing Disbursement Request at least fifteen (15) business days prior to the scheduled closing date of such PID Bonds, and (ii) the City approves such Actual Costs in writing. The Developer shall also make Developer Advances to pay for cost overruns (after applying cost savings). The lack of PID Bond Proceeds or other funds in the Project Fund shall not diminish the obligation of the Developer to pay Actual Costs of the Authorized Improvements.

2.05. Payment of Reimbursement Agreement Balance. The City agrees to pay to the Developer, and the Developer shall be entitled to receive payments from the City (subject to the provisions of Sections 1.05 and 2.01 hereof), until the Maturity Date, for amounts shown on each approved Payment Request (which amounts include all Actual Costs paid by or at the direction of the Developer) plus simple interest on the unpaid principal balance at the rate identified in the SAP approved at the time the City levies the PID Assessments, together with accrued but unpaid interest. (The amount owed to the Developer for all approved Payment Requests is referred to as the "Reimbursement Agreement Balance"); provided, however, upon the issuance of PID Bonds, the interest rate due and unpaid on amounts shown on each Payment Request to be paid to the Developer shall be the lower of: (1) the interest rate on the applicable series of PID Bonds issued to finance the costs of the Authorized Improvements for which the Payment Request was filed, or (2) the interest rate approved by the City Council of the City in the Assessment Ordinance levying the PID Assessments from which such PID Bonds shall be paid. The interest rates set forth in this section have been approved by the City Council and are authorized by the Act. The principal amount of each portion of the Reimbursement Agreement Balance to be paid under each Assessment Ordinance shall be set forth in the SAP. The City's obligations to pay the Reimbursement Agreement Balance related to the Authorized Improvements constructed for the benefit of the PID shall (i) only be paid from the PID Assessments and/or Annual Installments collected from property within an Improvement Area, once such PID Assessments are levied, (ii) are contingent upon the City levying such PID Assessments, and (iii) will not be due and owing unless and until the City actually levies such PID Assessments. Interest will not accrue on Payment Requests until such time as they have been approved pursuant to the terms of this Agreement.

The Reimbursement Agreement Balance is payable solely from: (1) the Pledged Revenue Fund if no PID Bonds are issued for the purpose of paying the Authorized Improvements related to such Reimbursement Agreement Balance, or (2) from PID Bond Proceeds and the Reimbursement Fund, if applicable, if PID Bonds are issued for the purpose of paying the Authorized Improvements related to such Reimbursement Agreement Balance. No other City funds, revenues, taxes, income, or property shall be used even if the Reimbursement Agreement Balance is not paid in full by the Maturity Date. Payments made from PID Bond Proceeds deposited in the Project Fund and payments made from the Reimbursement Fund, if applicable, shall be made in the manner set forth in the applicable PID Bond Indenture.

So long as no PID Bonds are issued and the City has received and approved a Payment Request, the City shall make a payment to the Developer from the Pledged Revenue Fund for an amount of the Reimbursement Agreement Balance at least annually, and no later than 60 days after the date payment of the Annual Installments are due, not to exceed the Assessment Revenue collected by and payable to the City. In the event that a Prepayment of an Assessment is made prior to the issuance of PID Bonds, the City shall remit payment to the Developer of an amount of the Reimbursement Agreement Balance then due and payable not to exceed the Assessment Revenue related to such Prepayment from the Assessment Revenue deposited into the Pledged Revenue Fund within 60 days after the Prepayment is made. Payments made from the Pledged Revenue Fund toward any outstanding Reimbursement Agreement Balance shall first be applied to unpaid interest on such Reimbursement Agreement Balance owed to the Developer, and second to unpaid principal of the Reimbursement Agreement Balance owed to the Developer. Each payment from the Pledged Revenue Fund shall be accompanied by an accounting that certifies the Reimbursement Agreement Balance as of the date of the payment and that itemizes all deposits to and disbursements from the fund since the last payment.

2.06. Disbursements and Transfers at and after Bond Closing. The City and the Developer agree that from the proceeds of the PID Bonds, and upon the presentation of evidence satisfactory to the City Representative, the City will cause the trustee under the applicable PID Bond Indenture to pay at closing of the PID Bonds approved amounts from the appropriate account to the persons entitled to payment for costs of issuance and payment of costs incurred in the establishment, administration, and operation of the PID and any other eligible costs incurred by the Developer and the City as of the time of the delivery of the PID Bonds as described in the SAP. In order to receive disbursement, the Developer shall execute a Closing Disbursement Request to be delivered to the City no less than fifteen (15) business days prior to the scheduled closing date for the applicable series of PID Bonds for payment in accordance with the provisions of the PID Bond Indenture. In order to receive additional disbursements from any applicable fund under a PID Bond Indenture, the Developer shall execute a Payment Request, no more frequently than monthly, to be delivered to the City for payment in accordance with the provisions of the applicable PID Bond Indenture and this Agreement. Upon receipt of a Payment Request (along with all accompanying documentation required by the City) from the Developer, the City shall conduct a review in order to confirm that such request is complete, to confirm that the work for which payment is requested was performed in accordance with all Applicable Laws and applicable plans therefore and with the terms of this Agreement and any other agreement between the parties related to property in the PID, and to verify and approve the Actual Costs of such work specified in such Payment Request. The City shall also conduct such review as is required in its discretion to confirm the matters certified in the Payment Request. The Developer agrees to cooperate with the City in conducting each such review and to provide the City with such additional information and documentation as is reasonably necessary for the City to conclude each such review. The Developer further agrees that if the City provides to the Developer a sales tax exemption certificate then sales tax will not be approved for payment under a Payment Request. Within fifteen (15) business days following receipt of any Payment Request after the issuance of a series of PID Bonds, the City shall either: (1) approve the Payment Request and forward it to the trustee for payment, or (2) provide the Developer with written notification of disapproval of all or part of a Payment Request, specifying the basis for any such disapproval. Any disputes shall be resolved as required herein. The City shall deliver the approved or partially approved Payment Request to the trustee for payment, and the trustee shall make the disbursements as quickly as practicable thereafter.

ARTICLE III
Acquisition of Authorized Improvements

3.01. Acquisition of Authorized Improvements. At or prior to the time of reimbursement of the Developer for the Actual Costs or a portion of the Actual Costs, the City will acquire or cause to be acquired such Authorized Improvements that are to be owned by the City, as set forth in the SAP, from the Developer as have been constructed or caused to be constructed by the Developer for the benefit of the City, including off-site Authorized Improvements. At or prior to the time of reimbursement of the Developer for the Actual Costs or a portion of the Actual Costs related to Authorized Improvements to be owned by an authorized third-party pursuant to the provisions of the PID Act, such entity will acquire or cause to be acquired such Authorized Improvements from the Developer as have been constructed or caused to be constructed by the Developer for the benefit of such entity, including off-site Authorized Improvements.

3.02. Conveyance Requirements. The Developer shall convey the Authorized Improvements to be owned by the City to the City by deed or other appropriate instrument of conveyance, with full warranties, free and clear of any liens, claims, encumbrances, options, charges, assessments, restrictions, laminations or reservations, including liens for ad valorem taxes for past and current years, and payments due to construction contractors, laborers, or materialmen, unless otherwise waived by the City. The Developer may also convey the Authorized Improvements to be owned by the City to the City by plat or other instrument on behalf of or benefiting the City. The Developer shall convey the Authorized Improvements to be owned by an authorized third-party pursuant to the provisions of the PID Act to such entity by deed or other appropriate instrument of conveyance, with full warranties, free and clear of any

liens, claims, encumbrances, options, charges, assessments, restrictions, laminations or reservations, including liens for ad valorem taxes for past and current years, and payments due to construction contractors, laborers, or materialmen, unless otherwise waived by such entity. The Developer shall provide reasonable proof of title and proof of no liens, claims, or encumbrances. Conveyance of any Authorized Improvements to be owned by the City at any time shall be subject to the reimbursement obligations created in this Agreement. Each conveyance shall include all easements within which the Authorized Improvements are located, unless such easements have been dedicated to the public, and all easements necessary to own, operate and maintain the Authorized Improvements. Each conveyance shall additionally include sufficient title to any and all plant sites, together with necessary rights of way where such site or sites are not directly accessible by a dedicated public street, and all licenses, franchises and permits for the Authorized Improvements. The Developer shall also assign, in writing, all of its contractors' and materialmen's warranties, if any, relating to the Authorized Improvements to be owned by the City. All documents or instruments of conveyance, transfer, or assignment hereunder of Authorized Improvements to be owned by the City shall be in a form and content acceptable to the City's attorneys, subject to commercially reasonable standards. The Developer, at the time of reimbursement by the City for Authorized Improvements to be owned by the City, shall deliver to the City a release of all liens upon the bonded Authorized Improvements securing the costs of construction of the bonded Authorized Improvements advanced by a third-party lender. Any conveyance of Authorized Improvements to the City by plat shall not be considered effective until the City has provided a letter of acceptance or other evidence of City acceptance for such Authorized Improvements. Any conveyance of Authorized Improvements to the City by deed or similar instrument shall not be considered effective until such deed or other instrument is recorded in the property records of Ellis County.

Prior to completion and conveyance to the City of any Authorized Improvements to be owned by the City, the Developer shall cause to be provided to the City a maintenance bond in the amount required by the City's subdivision regulations for applicable Authorized Improvements, which maintenance bond shall be for a term of two years from the date of final acceptance of the applicable Authorized Improvements. Nothing in this Agreement shall be deemed to prohibit the Developer or the City from contesting in good faith the validity or amount of any mechanics or materialman's lien and/or judgment nor limit the remedies available to the Developer or the City with respect thereto so long as such delay in performance shall not subject the Authorized Improvements to foreclosure, forfeiture, or sale. In the event that any such lien and/or judgment with respect to the Authorized Improvements is contested, the Developer shall be required to post or cause the delivery of a surety bond or letter of credit, whichever is preferred by the City, in an amount reasonably determined by the City, not to exceed 100 percent of the disputed amount, in order for the City to accept the Authorized Improvements.

3.03. Correction of Defects. Conveyance of any Authorized Improvements to the City shall not relieve the Developer of liability for the correction of any existing engineering or construction defects then existing in the Authorized Improvements to be owned by the City or for satisfaction of any unpaid claim for materials or labor. The City shall be under no obligation to contest or challenge any claim for labor or materials; provided, however, that in the event the Developer fails to promptly correct any such defect or satisfy any such claim, the City may elect to do so and, in such event, shall have full rights of subrogation. Subject to any applicable statutes of limitation, the Developer shall pay the City for the City's costs in correcting any defect or satisfying any claim including, but not limited to, construction costs, engineering fees, attorneys' fees, building or construction permits, filing fees or court costs.

3.04. Survival or Representations. All representations, warranties and agreements of the City and the Developer hereunder shall survive the conveyance of the Authorized Improvements to the City.

ARTICLE IV
Representations

4.01. Representations by the Developer. The Developer hereby represents to the City that:

- (a) The execution and delivery of this Agreement and the transactions contemplated hereby have been duly authorized by the Developer;
- (b) This Agreement, the representations and covenants contained herein, and the consummation of the transactions contemplated hereby shall not violate or constitute a breach of any contract or other agreement to which the Developer is a party;
- (c) The Developer has made financial arrangements or the ability to obtain sufficient financial resources to assure its ability to perform its obligations hereunder; and
- (d) The Developer will make commercially reasonable efforts to send a representative to all meetings of the City Council of the City related to this Agreement or the Authorized Improvements and at which such presence may be requested.

4.02. Representations by the City. The City hereby represents and covenants to the Developer that:

- (a) The City has the authority to enter into and perform its obligations under this Agreement;
- (b) It shall use its good faith efforts to, if decided by the City, issue PID Bonds pursuant to the PID Act and other applicable law; and
- (c) It shall use its good faith efforts to levy and collect the PID Assessments, approve the Payment Requests, and pay the Reimbursement Balance.

ARTICLE V
Remedies

5.01. Default by the Developer. In the event of an uncured default by the Developer hereunder and after written notice from the City and a reasonable opportunity to cure, which opportunity shall be no less than thirty (30) days, the City shall have the right:

- (a) To pursue all legal or equitable remedies; and
- (b) To recover from the Developer all expenses incurred in pursuing its legal rights hereunder, including reasonable attorneys' fees.

If a default cannot reasonably be cured within 30 days and Developer has diligently pursued a cure within such 30-day period and has provided written notice to the City that additional time is needed, then the cure period provided herein shall be extended for an additional 30 day period so long as the Developer is diligently pursuing a cure.

No default by the Developer shall entitle the City to terminate this Agreement, cease collection of the PID Assessments previously levied and deposit of the Assessment Revenues, or to withhold properly due payments to the Developer from the Pledged Revenue Fund or Reimbursement Fund in accordance with this Agreement and the PID Bond Indenture or on deposit in the Reimbursement Fund.

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An event of default by the Developer does not release the City from the obligation to reimburse the Developer for Actual Costs advanced or incurred by the Developer on behalf of the City prior to the date of default by the Developer or to reimburse the Developer for Authorized Improvements previously acquired by or conveyed to the City or applicable retail provider.

5.02. Default by City. In the event of default by the City hereunder, the Developer shall be entitled to pursue all remedies at law or in equity, including, seeking a writ of mandamus from a court of competent jurisdiction compelling and requiring the City and its officers to observe and perform the covenants, obligations and conditions hereof; provided, however, that no default by the City shall entitle the Developer to terminate this Agreement and that any financial obligation of the City will only be payable from Assessment Revenues. Any amounts or remedies due pursuant to this Agreement are not subject to acceleration.

5.03. Future Performance. The failure of either party hereto to insist, in any one or more instances, upon performance of any of the terms, covenants, and conditions of this Agreement, shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant, or condition by the other party hereto, but the obligation of such other party with respect to such future performance shall continue in full force and effect.

ARTICLE VI Miscellaneous

6.01. Severability. In case any one or more provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

6.02. Modification. This Agreement may be modified or varied only by a written instrument subscribed by both of the parties hereto including a reimbursement agreement entered into for a phase of development or issuance of PID Bonds.

6.03 Assignability. The Developer has the right to convey, transfer, assign, mortgage, pledge, or otherwise encumber, in whole or in part without the consent of (but with written notice to) the City, the Developer's right, title, or interest under this Agreement (any of the foregoing, a "Transfer"). Notwithstanding the foregoing, however, no Transfer shall be effective until five days after notice of the Transfer is received by the City; provided, however, that no such Transfer shall be made without prior written consent of the City if such Transfer would result in (1) the issuance of municipal securities, and/or (2) the City being viewed as an "obligated person" within the meaning of Rule 15c2-12 of the United States Securities and Exchange Commission, and/or (3) the City being subjected to additional reporting or recordkeeping duties. Notwithstanding the foregoing, the City hereby authorizes the Developer to grant a security interest in the Developer's rights hereunder and to all sums to be paid to the Developer by the City pursuant to this Agreement to any bank or financial institution without City consent and to the extent permitted by State law.

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

6.05. Applicable Law. This Agreement shall be construed and interpreted under the laws of the State of Texas and all obligations of the parties created hereunder are performable in Ellis County, Texas.

6.06. Parties at Interest. This Agreement shall be for the sole and exclusive benefit of the parties

hereto and shall never be construed to confer any benefit on any third party. This Agreement shall be binding upon each party, its successors and assigns.

6.08. Term. The term of this Agreement shall begin on the Effective Date and shall continue until the earlier to occur of (i) the last Maturity Date relating to any Improvement Area, (ii) the date on which the Reimbursement Agreement Balance for all Improvement Areas is paid in full, or (iii) the date on which all PID Bonds are fully retired. Upon termination of this Agreement with respect to an Improvement Area, the amount of the Reimbursement Agreement Balance, if any, for that Improvement Area that has not been paid, plus the accrued and unpaid interest thereon (collectively, the "Unpaid Balance") shall be canceled and for all purposes of this Agreement shall be deemed to have been conclusively and irrevocably PAID IN FULL, and such Unpaid Balance shall no longer be deemed to be payable. Notwithstanding the foregoing, upon the issuance of PID Bonds secured by PID Assessments levied against property within a specific Improvement Area, the Assessment Revenues collected in connection with such PID Bonds shall be used as set forth under the applicable PID Bond Indenture and related agreements governing the use of PID Assessments and the proceeds of such series of PID Bonds.

6.09. Force Majeure. If the City or the Developer is rendered unable, in whole or in part, by force majeure to carry out any of its obligations under this Agreement, then the obligations of such party, to the extent affected by such force majeure and to the extent that due diligence is being used to remedy such inability to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused to the extent provided but for no longer period. The term "force majeure", as used herein, shall include, without limitation, acts of God; strikes, lockouts, or other industrial disturbances; acts of public enemy; order of any kind of the Government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lightning; earthquakes; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accidents to machinery; pipelines or canals; partial or total failure of water supply and inability to provide water necessary for operation of the sewer system, or to receive waste; and any other incapacities of the party, whether similar to those enumerated or otherwise, which are not within the control of the party, which the party could not have avoided by the exercise of due diligence and care. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of such party, and that the above requirement that any force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demand of the opposing party or parties when such settlement is unfavorable to it in the judgment of such party.

6.10 Non-Waiver. The failure by a Party to insist upon the strict performance of any provision of this Agreement by the other Party, or the failure by a Party to exercise its rights upon a default by the other Party, shall not constitute a waiver of such Party's right to insist and demand strict compliance by such other Party with the provisions of this Agreement.

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

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

6.13 Employment of Undocumented Workers. During the term of this Agreement, the Developer agrees not to knowingly employ any undocumented workers and, if convicted of a violation under 8 U.S.C. Section 1324a(f), the Developer shall repay the incentives granted herein within 120 days after the date the Developer is notified by the City of such violation, plus interest at the rate of six percent

(8)

(6%) compounded annually from the date of violation until paid. Pursuant to Section 2264.101(c), Texas Government Code, a business is not liable for a violation of Chapter 2264 by a subsidiary, affiliate, or franchisee of the business, or by a person with whom the business contracts.

6.14. Statutory Verifications. The Developer makes the following representations and verifications to enable the City to comply with Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the "Government Code"), in entering into this Agreement. As used in such verifications, "affiliate" means an entity that controls, is controlled by, or is under common control with the Developer within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of this Agreement shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of this Agreement, notwithstanding anything in this Agreement to the contrary.

(a) Not a Sanctioned Company. The Developer represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes the Developer and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

(b) No Boycott of Israel. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. As used in the foregoing verification, "boycott Israel" has the meaning provided in Section 2271.001, Government Code.

(c) No Discrimination Against Firearm Entities. The 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 against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" has the meaning provided in Section 2274.001(3), Government Code.

(d) No Boycott of Energy Companies. The 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. As used in the foregoing verification, "boycott energy companies" has the meaning provided in Section 2276.001(1), Government Code.

6.15 Form 1295. Submitted herewith is a completed Form 1295 generated by the Texas Ethics Commission's (the "TEC") electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the "Form 1295"). The City hereby confirms receipt of the Form 1295 from the Developer, and the City agrees to acknowledge such form with the TEC through its electronic filing application system not later than the 30th day after the receipt of such form. The Parties understand and agree that, with the exception of information identifying the City and the contract identification number, neither the City nor its consultants are responsible for the information contained in the Form 1295; that the information contained in the Form 1295 has been provided solely by the Developer; and, neither the City nor its consultants have verified such information.

6.16 Notice. Any notice referenced in this Agreement must be in writing and shall be deemed given at the addresses shown below: (i) when delivered by a nationally recognized delivery service such as

(8)

FedEx or UPS with evidence of delivery signed by any person at the delivery address regardless of whether such person is the named addressee; or (ii) 72 hours after deposit with the United States Postal Service, Certified Mail, Return Receipt Requested.

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

With a copy to: Brown & Hofmeister, LLP
Attn: City Attorney
740 East Campbell Road, Suite 800
Richardson, Texas 75081

To the Developer: Attn: Mehrdad Moayedi
287 Waxahachie L.P.
1800 Valley View Lane, Suite 300
Farmers Branch, Texas 75234

With a copy to: Attn: Travis Boghetich
Boghetich Law, PLLC
1800 Valley View Lane, Suite 360
Farmers Branch, Texas 75234

[Signatures to Follow]

(8)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple counterparts, each of equal dignity, to be effective as of the date first written above.

CITY:

CITY OF WAXAHACHIE, TEXAS

By: _____
Mayor

ATTEST:

City Secretary

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2026 by _____, Mayor of the City of Waxahachie, Texas.

Notary Public, State of Texas

(8)

**EXHIBIT A
PHASE 5 LEGAL DESCRIPTION**

BEING A 70.035 ACRE TRACT OF LAND SITUATED IN THE GEORGE CARPENTER SURVEY, ABSTRACT NO. 190, IN THE CITY OF WAXAHACHIE, ELLIS COUNTY, TEXAS, BEING A PART OF A CALLED 233.182 ACRE TRACT OF LAND CONVEYED TO 287 WAXAHACHIE, L.P., AS RECORDED IN VOLUME 2024, PAGE 886, OFFICIAL PUBLIC RECORDS, ELLIS COUNTY, TEXAS; PART OF A CALLED 293.183 ACRE TRACT OF LAND CONVEYED AS "TRACT 1" TO 287 WAXAHACHIE, L.P. AS RECORDED IN VOLUME 2156, PAGE 687, OFFICIAL PUBLIC RECORDS, ELLIS COUNTY, TEXAS AND PART OF A CALLED 226.000 ACRE TRACT OF LAND CONVEYED TO 287 WAXAHACHIE, L.P., AS RECORDED IN COUNTY CLERK'S FILE NO. 1808887, OFFICIAL PUBLIC RECORDS, ELLIS COUNTY, TEXAS. SAID 70.035 ACRE TRACT, WITH BEARING BASIS BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE 4202, NAD83 DATUM (NAD83 (2011) EPOCH 2010), DETERMINED BY GPS OBSERVATIONS CALCULATED FROM ELLIS CORS ARP (PID-DF8988) AND DALLAS CORS ARP (PID-DF8984) AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "JACOBS" FOUND FOR A NORTHEAST CORNER OF SAID 226.000 ACRE TRACT, SAID POINT BEING ON THE NORTHEAST LINE OF SAID 233.182 ACRE TRACT, FROM WHICH A 1/2 INCH IRON ROD FOUND BEARS NORTH 24 DEGREES 19 MINUTES 05 SECONDS WEST, A DISTANCE OF 25.64 FEET;

TENCE, SOUTH 24 DEGREES 19 MINUTES 22 SECONDS EAST, ALONG THE NORTHEAST LINE OF SAID 233.182 ACRE TRACT, PASSING AT A DISTANCE OF 1,117.14 FEET A 5/8 INCH IRON ROD YELLOW PLASTIC CAP STAMPED "JACOBS" FOUND FOR THE EAST CORNER OF SAID 226.000 ACRE TRACT, CONTINUING IN ALL A TOTAL DISTANCE OF 1,333.78 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE POINT OF BEGINNING;

TENCE, SOUTH 24 DEGREES 19 MINUTES 22 SECONDS EAST, CONTINUING ALONG SAID NORTHEAST LINE OF 233.182 ACRE TRACT, A DISTANCE OF 393.72 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

TENCE, SOUTH 22 DEGREES 39 MINUTES 27 SECONDS EAST, CONTINUING ALONG SAID NORTHEAST LINE OF 233.182 ACRE TRACT, A DISTANCE OF 987.01 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" FOUND FOR THE NORTHEAST CORNER OF LOT 4, BLOCK S OF SADDLEBROOK ESTATES, PHASE 1B, AN ADDITION TO THE CITY OF WAXAHACHIE, TEXAS, AS RECORDED IN CABINET H, PAGE 577, PLAT RECORDS, ELLIS COUNTY, TEXAS;

TENCE, OVER AND ACROSS SAID 233.182 ACRE TRACT AND ALONG THE NORTHWEST LINE OF SAID SADDLEBROOK ESTATES, PHASE 1B, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 67 DEGREES 20 MINUTES 24 SECONDS WEST, PASSING AT A DISTANCE OF 431.18 FEET THE EAST RIGHT-OF-WAY LINE OF AFFIRMED ROAD (A 50' RIGHT-OF-WAY), CONTINUING OVER AND ACROSS SAID AFFIRMED ROAD, IN ALL A TOTAL DISTANCE OF 481.18 FEET TO A TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" FOUND FOR CORNER ON THE WEST RIGHT-OF-WAY LINE OF SAID AFFIRMED ROAD;

SOUTH 22 DEGREES 39 MINUTES 36 SECONDS EAST, ALONG SAID WEST RIGHT-OF-WAY LINE OF AFFIRMED ROAD, A DISTANCE OF 29.09 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" FOUND FOR THE NORTHEAST CORNER OF LOT 28, BLOCK T OF SAID SADDLEBROOK, PHASE 1B;

SOUTH 67 DEGREES 20 MINUTES 24 SECONDS WEST, ALONG THE NORTHWEST LINE OF SAID LOT 28, BLOCK T, A DISTANCE OF 150.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" FOUND FOR THE NORTHWEST CORNER OF SAID LOT 28, BLOCK T AND THE NORTHWEST CORNER OF SAID

(8)

SADDLEBROOK ESTATES, PHASE 1B;

THENCE, CONTINUING OVER AND ACROSS SAID 233.182 ACRE TRACT, ALONG THE WEST LINE OF SAID LOT 28, BLOCK T, SAME BEING A WEST LINE OF SAID SADDLEBROOK ESTATES, PHASE 1B, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 22 DEGREES 39 MINUTES 36 SECONDS EAST, A DISTANCE OF 32.12 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" FOUND FOR CORNER;

SOUTH 15 DEGREES 49 MINUTES 02 SECONDS EAST, A DISTANCE OF 63.54 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CARTER BURGESS" FOUND FOR THE SOUTHWEST CORNER OF SAID LOT 28, BLOCK T AND THE NORTHWEST CORNER OF LOT 27, BLOCK T OF SAID SADDLEBROOK ESTATES, PHASE 1B;

THENCE, CONTINUING OVER AND ACROSS SAID 233.182 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

NORTH 69 DEGREES 53 MINUTES 56 SECONDS WEST, A DISTANCE OF 211.32 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 72 DEGREES 13 MINUTES 33 SECONDS WEST, A DISTANCE OF 52.17 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 72 DEGREES 30 MINUTES 15 SECONDS WEST, PASSING AT A DISTANCE OF 504.11 FEET A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR A SOUTHEAST CORNER OF SADDLEBROOK ESTATES, PHASE 3, AN ADDITION TO THE CITY OF WAXAHACHIE, TEXAS, AS RECORDED IN CABINET ____, PAGE ____, PLAT RECORDS, ELLIS COUNTY, TEXAS, SAME BEING THE EAST CORNER OF LOT 1X, BLOCK R OF SAID SADDLEBROOK ESTATES, PHASE 3, CONTINUING ALONG THE NORTHEAST LINE OF SAID SADDLEBROOK ESTATES, PHASE 3, PASSING AT A DISTANCE OF 694.80 FEET THE SOUTHWEST LINE OF SAID 233.182 ACRE TRACT AND THE NORTHEAST LINE OF AFORESAID 293.183 ACRE TRACT, CONTINUING OVER AND ACROSS SAID 293.183 ACRE TRACT AND ALONG THE NORTHEAST LINE OF SAID SADDLEBROOK ESTATES, PHASE 3, IN ALL A TOTAL DISTANCE OF 908.34 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 09 DEGREES 17 MINUTES 48 SECONDS, A RADIUS OF 275.00 FEET, AND A LONG CHORD THAT BEARS NORTH 67 DEGREES 51 MINUTES 21 SECONDS WEST, A DISTANCE OF 44.57 FEET;

THENCE, CONTINUING OVER AND ACROSS SAID 293.183 ACRE TRACT AND ALONG SAID NORTHEAST LINE OF SADDLEBROOK ESTATES, PHASE 3, THE FOLLOWING COURSES AND DISTANCES:

ALONG SAID TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 44.62 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 63 DEGREES 12 MINUTES 27 SECONDS WEST, A DISTANCE OF 239.84 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 17 DEGREES 34 MINUTES 54 SECONDS, A RADIUS OF 825.00 FEET, AND A LONG CHORD THAT BEARS NORTH 54 DEGREES 25 MINUTES 00 SECONDS WEST, A DISTANCE OF 252.17 FEET;

ALONG SAID NON-TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 253.16 FEET

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TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 88 DEGREES 09 MINUTES 20 SECONDS WEST, A DISTANCE OF 14.72 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 09 DEGREES 43 MINUTES 02 SECONDS, A RADIUS OF 525.00 FEET AND A LONG CHORD THAT BEARS SOUTH 54 DEGREES 38 MINUTES 20 SECONDS WEST, A DISTANCE OF 88.93 FEET;

ALONG SAID NON-TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 89.04 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 59 DEGREES 29 MINUTES 51 SECONDS WEST, A DISTANCE OF 39.90 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR A NORTHWEST CORNER OF AFORSAID LOT 1X, BLOCK R, SAID POINT BEING AT THE NORTHEAST END OF A CORNER CLIP AT THE INTERSECTION OF THE NORTHEAST RIGHT-OF-WAY LINE OF SARATOGA DRIVE (AN 80' RIGHT-OF-WAY) AND THE SOUTHEAST RIGHT-OF-WAY LINE OF TRIPLE CROWN ROAD (A 50' RIGHT-OF-WAY);

NORTH 30 DEGREES 56 MINUTES 04 SECONDS WEST, OVER AND ACROSS SAID TRIPLE CROWN ROAD, A DISTANCE OF 50.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER AT THE SOUTHEAST END OF A CORNER CLIP AT THE INTERSECTION OF SAID NORTHEAST RIGHT-OF-WAY LINE OF SARATOGA DRIVE AND THE NORTHWEST RIGHT-OF-WAY LINE OF SAID TRIPLE CROWN ROAD;

NORTH 76 DEGREES 39 MINUTES 26 SECONDS WEST, ALONG SAID CORNER CLIP, A DISTANCE OF 14.42 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER AT THE NORTHWEST END OF SAID CORNER CLIP AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 12 DEGREES 18 MINUTES 48 SECONDS, A RADIUS OF 690.00 FEET, AND A LONG CHORD THAT BEARS NORTH 39 DEGREES 23 MINUTES 01 SECONDS WEST, A DISTANCE OF 148.00 FEET;

THENCE, CONTINUING OVER AND ACROSS SAID 293.183 ACRE TRACT, ALONG SAID NORTHEAST RIGHT-OF-WAY LINE OF SARATOGA DRIVE AND ALONG SAID NORTHEAST LINE OF SADDLEBROOK ESTATES, PHASE 3, THE FOLLOWING COURSES AND DISTANCES:

ALONG SAID NON-TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 148.29 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 45 DEGREES 32 MINUTES 25 SECONDS WEST, A DISTANCE OF 188.92 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 27 DEGREES 07 MINUTES 08 SECONDS, A RADIUS OF 760.00 FEET, AND A LONG CHORD THAT BEARS NORTH 31 DEGREES 58 MINUTES 52 SECONDS WEST, A DISTANCE OF 356.37 FEET;

ALONG SAID TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 359.72 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 18 DEGREES 25 MINUTES 18 SECONDS WEST, A DISTANCE OF 60.98 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER AT THE SOUTHWEST END OF A CORNER CLIP AT THE INTERSECTION OF SAID

(8)

NORTHEAST RIGHT-OF-WAY LINE OF SARATOGA DRIVE AND THE SOUTHEAST RIGHT-OF-WAY LINE OF FERDINAND STREET (A 50' RIGHT-OF-WAY);

NORTH 26 DEGREES 34 MINUTES 42 SECONDS EAST, ALONG SAID CORNER CLIP AND OVER AND ACROSS AFORESAID 226.000 ACRE TRACT, A DISTANCE OF 14.14 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER AT THE NORTHEAST END OF SAID CORNER CLIP;

NORTH 18 DEGREES 25 MINUTES 18 SECONDS WEST, OVER AND ACROSS SAID FERDINAND STREET, A DISTANCE OF 50.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER AT THE SOUTHEAST END OF A CORNER CLIP AT THE INTERSECTION OF SAID NORTHEAST RIGHT-OF-WAY LINE OF SARATOGA DRIVE AND THE NORTHWEST RIGHT-OF-WAY LINE OF SAID FERDINAND STREET;

THENCE, CONTINUING OVER AND ACROSS SAID 293.183 ACRE TRACT AND OVER AND ACROSS SAID 226.000 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

NORTH 71 DEGREES 34 MINUTES 42 SECONDS EAST, A DISTANCE OF 95.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 26 DEGREES 34 MINUTES 42 SECONDS EAST, A DISTANCE OF 14.14 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 18 DEGREES 25 MINUTES 18 SECONDS WEST, A DISTANCE OF 28.32 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 71 DEGREES 34 MINUTES 42 SECONDS EAST, A DISTANCE OF 280.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 18 DEGREES 25 MINUTES 18 SECONDS WEST, A DISTANCE OF 21.54 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 71 DEGREES 34 MINUTES 42 SECONDS EAST, A DISTANCE OF 99.14 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 67 DEGREES 03 MINUTES 42 SECONDS EAST, A DISTANCE OF 20.09 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 59 DEGREES 29 MINUTES 32 SECONDS EAST, PASSING AT A DISTANCE OF 226.07 FEET AFORESAID NORTHEAST LINE OF SAID 293.183 ACRE TRACT AND AFORESAID SOUTHWEST LINE OF 233.182 ACRE TRACT, CONTINUING OVER AND ACROSS SAID 226.000 ACRE TRACT AND OVER AND ACROSS SAID 233.182 ACRE TRACT, IN ALL A TOTAL DISTANCE OF 583.52 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

THENCE, CONTINUING OVER AND ACROSS SAID 226.000 ACRE TRACT AND OVER AND ACROSS SAID 233.182 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 30 DEGREES 30 MINUTES 28 SECONDS EAST, A DISTANCE OF 105.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR

(8)

CORNER;

SOUTH 75 DEGREES 30 MINUTES 28 SECONDS EAST, A DISTANCE OF 14.14 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 30 DEGREES 30 MINUTES 28 SECONDS EAST, A DISTANCE OF 50.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 14 DEGREES 29 MINUTES 32 SECONDS WEST, A DISTANCE OF 14.14 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 30 DEGREES 30 MINUTES 28 SECONDS EAST, A DISTANCE OF 105.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 59 DEGREES 29 MINUTES 32 SECONDS EAST, A DISTANCE OF 434.76 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 65 DEGREES 40 MINUTES 38 SECONDS EAST, A DISTANCE OF 304.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 24 DEGREES 19 MINUTES 22 SECONDS EAST, A DISTANCE OF 122.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 65 DEGREES 40 MINUTES 38 SECONDS EAST, A DISTANCE OF 95.02 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 24 DEGREES 19 MINUTES 22 SECONDS EAST, PASSING AT A DISTANCE OF 76.89 FEET THE SOUTH LINE OF SAID 226.000 ACRE TRACT, CONTINUING OVER AND ACROSS SAID 233.182 ACRE TRACT, IN ALL A TOTAL DISTANCE OF 282.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

THENCE, CONTINUING OVER AND ACROSS SAID 233.182 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

NORTH 65 DEGREES 40 MINUTES 38 SECONDS EAST, A DISTANCE OF 1.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 23 DEGREES 33 MINUTES 23 SECONDS, A RADIUS OF 10.00 FEET AND A LONG CHORD THAT BEARS NORTH 53 DEGREES 53 MINUTES 57 SECONDS EAST, A DISTANCE OF 4.08 FEET;

ALONG SAID TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 4.11 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER AND THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 84 DEGREES 00 MINUTES 24 SECONDS, A RADIUS OF 50.00 FEET AND A LONG CHORD THAT BEARS NORTH 84 DEGREES 07 MINUTES 27 SECONDS EAST, A DISTANCE OF 66.92 FEET;

ALONG SAID REVERSE CURVE TO THE RIGHT, AN ARC DISTANCE OF 73.31 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR

(8)

CORNER;

NORTH 36 DEGREES 07 MINUTES 39 SECONDS EAST, A DISTANCE OF 17.90 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 65 DEGREES 40 MINUTES 38 SECONDS EAST, A DISTANCE OF 100.93 FEET TO THE **POINT OF BEGINNING** AND CONTAINING A CALCULATED AREA OF 70.035 ACRES, OR 3,050,723 SQUARE FEET OF LAND.