

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 **August 3, 2026 at 7:00 p.m.**

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

1. Call to Order
2. Invocation
3. Pledge of Allegiance and Texas Pledge of Allegiance
4. ***Announcements/Presentations***

a. Introduce Honorary Council Member

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 July 20, 2026
- b. Minutes of the City Council special meeting of July 15, 2026
- c. Event application for America 250 – Celebrating Our Story to be held September 29, 2029 at Railyard Park
- d. Event application for Waxahachie Rotary’s Charity Dog Walk to be held October 10, 2026 at Railyard Park

- e. Event application for Service to America Blood Drive with Carter Bloodcare to be held October 10, 2026 in Downtown Waxahachie
 - f. Proposed Ordinance approving a request by Eugene Zeller Jr, for a Petition for ETJ Release for approximately 12.13 acres, located at 707 & 713 Johnston Road (Property ID 157557) – Owner: Zeller Eugene F Revocable Living Trust (ETJ-PTN-87-2026)
 - g. Interlocal Agreement with Ellis County memorializing the terms pursuant to which certain public improvements, including address assignment and street naming, will occur within the master-planned Haven Ranch Development project
 - h. Supplemental appropriation from the General Fund unrestricted reserve in the amount of \$96,000 to Salaries-Overtime for TIFMAS Deployment
 - i. Supplemental appropriation from the General Fund unrestricted reserve in the amount of \$21,250 to Travel for TIFMAS Deployment reimbursement
 - j. Supplemental appropriation from the General Fund unrestricted reserve in the amount of \$37,700 to Gasoline & Oil for TIFMAS Deployment reimbursement
 - k. Supplemental appropriation for First Responder Mental Health Crisis Support Services in the amount of \$60,625
 - l. Set City Council meeting for September 8, 2026
7. **Public Hearing** on a request by Melvin Barnes, for a Specific Use Permit (SUP) for an Accessory Dwelling Unit use within a Single Family-2 zoning district located at 732 N. Gibson St (Property ID 174210) - Owner: William T. Marth & Susan Marth (ZDC-4-2026)
 8. **Consider** proposed Ordinance approving ZDC-4-2026
 9. **Public Hearing** on a request by Linda Lewis for a Specific Use Permit (SUP) for Accessory Structures exceeding 1,000 square feet in combined floor area within a Future Development (FD) zoning district located at 3339 Howard Road (Property ID 263578) – Owner(s): Steven & Linda Lewis (ZDC-68-2026)
 10. **Consider** proposed Ordinance approving ZDC-68-2026
 11. **Consider** a contract with Key Construction for the reconstruction of the City’s Central Offices located at 820 Ferris Avenue for the Guaranteed Maximum Price of \$11,995,085
 12. **Consideration and action** taken on an ordinance providing for the issuance of City of Waxahachie, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2026; levying an annual ad valorem tax and providing for the security for and payment of said Certificates; approving the Official Statement; and ordaining other matters relating to the subject
 13. **Consider** setting Proposed Tax Rate and Dates for Public Hearing
 14. **Consider** agreement between Ellis County Woman’s Building Board of Trustees and the City of Waxahachie
 15. **Public Hearing** on the establishment of City of Waxahachie Reinvestment Zone #33 at 3700 N. Interstate 35E, Waxahachie, Texas

16. **Consider** proposed Ordinance designating a certain area within the taxing jurisdiction of the City of Waxahachie to be known as Reinvestment Zone #33; establishing the boundaries thereof; and providing for an effective date
17. **Public Hearing** on a request by applicant Owens Corning Insulating Systems, LLC., owner of property located at 3700 N. Interstate 35-E, Waxahachie, Texas, for a tax abatement agreement in support of an expansion of business operations including, but not limited to production line improvements estimated at \$56,000,000 within the City of Waxahachie Reinvestment Zone #33 at 3700 N. Interstate 35-E, Waxahachie, Texas
18. **Consider** proposed Resolution approving Tax Abatement Agreement for Owens Corning Insulating Systems, LLC in support of expansion of business operations at 3700 N. Interstate 35-E, Waxahachie, Texas
19. **Public Hearing** to consider Resolution nominating Owens Corning Insulating Systems, LLC for the Texas Enterprise Zone Program
20. **Consider** proposed Resolution nominating Owens Corning Insulating Systems, LLC as a Texas State Enterprise Zone Project
21. **Consider** budget transfer for Alpine Wastewater Oversize Participation in an amount not to exceed \$49,359
22. 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
23. **Reconvene** and take any necessary action
24. Comments by Mayor, City Council, City Attorney and City Management
25. 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

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 July 20, 2026 at 7:00 p.m.

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

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

Mayor Wallace gave the invocation, led the Pledge of Allegiance, and the Texas Pledge of Allegiance.

4. Announcements/Presentations

- a. Introduce Honorary Council Member
- b. Present Proclamation commemorating the 250th anniversary of the United States of America
- c. Present Proclamation recognizing September 17-23, 2026 as "Constitution Week"
- d. Recognize Johnni Williams, HR Generalist, for receiving the Rising Star Award of Honor from the Texas Municipal Human Resources Association

There was not an Honorary Council Member in attendance.

Mayor Wallace presented the proclamation commemorating the 250th anniversary of the United States of America.

Council Member Tres Atkins presented the proclamation recognizing September 17-23, 2026 as "Constitution Week."

Lindsey Mearns, Human Resources Director, recognized Johnni Williams, HR Generalist, for receiving the Rising Star Award of Honor from the Texas Municipal Human Resources Association.

5. Public Comments

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Darlene Miller, 240 Parks School House Road, Waxahachie, Texas, urged the City of Waxahachie to prioritize funding for the over-capacity animal shelter, including additional staffing and weekend hours to better support volunteers and increase adoption opportunities. They also thanked the City for its continued investments in animal services, including spay/neuter programs, microchips, and a new transport trailer.

Madeline Bracken, 1634 Country Hills, Waxahachie, Texas, shared a story about fostering a stray dog who was repeatedly displaced because the Waxahachie Animal Shelter was at capacity and resources were limited. Although the dog ultimately received care and placement, Ms. Bracken emphasized that many animals do not have the same support and respectfully urged the City to address shelter capacity and resource needs.

6. Consent Agenda

- a. Minutes of the City Council meeting of July 6, 2026
- b. Minutes of the City Council work session of July 6, 2026
- c. Event application for Warrior Walk and Run to be held September 12, 2026 at Getzendaner Park
- d. Event application for Waxahachie HS Homecoming Parade to be held September 18, 2026
- e. Event application for The Great Pumpkin Dash to be held October 10, 2026 at Getzendaner Park
- f. Event application for Hachie 50 to be held March 6, 2027 at Lions Park and the Hike and Bike Trail
- g. Supplemental appropriation from the General Fund unrestricted reserve in the amount of \$217,338.84 to Salaries-Overtime for TIFMAS Deployment
- h. Supplemental appropriation from the General Fund unrestricted reserve in the amount of \$17,589.76 to Travel for TIFMAS Deployment reimbursement

Action:

Tres Atkins moved to approve all items on the Consent Agenda and authorize the City Manager and/or Mayor to execute all necessary documents. Motion was seconded by Chris Wright and carried unanimously (4-0).

7. Public Hearing on a request by Brad Yates for a Zoning Change from a Commercial (C) zoning district to Planned Development-Multi Family-1 (PD-MF-1) zoning district, for a 6-unit townhome use, located directly south of 404 Cantrell Street, (Property ID 172321) - Owner: Colonial Group Restoration Inc. (ZDC-49-2025)

Trenton Robertson, Director of Planning, presented the Item. The applicant proposes to rezone the subject property to allow for the development of six (6) 2.5-story 2,200+ square foot townhomes. It should be clearly understood that the townhomes that are being proposed will be situated on fee-simple, individually platted lots. The applicant intends to keep all six units on separate lots and lease each of the individual units.

Each unit is proposed to include two-stories, two-car garage, and rooftop patio. Despite the intent to lease each unit, the small-scale multi-family use is consistent with the type of residential development recommended for the Downtown Placetype by the 2023 Comprehensive Plan.

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The proposed development is designed to face inward and chosen to ensure the primary façade of the eastern most units are visible when traveling westbound along Cantrell and Dunaway Street as opposed to the rear façade. The applicant is proposing to install a walkway to connect the front door of each unit located towards the east of the property to the guest parking spots and proposed sidewalk along Dunaway Street. Each unit is proposed to include 3-bedrooms and 3 ½ baths. In order to facilitate the planned development on the subject property, the applicant has proposed several planned development (PD) standards that deviate from the base MF-1 zoning district. These PD standards are necessary to facilitate a multi-family development due to the small size and irregular shape of the subject property.

Each unit is proposed to have direct driveway access from Dunaway and Cantrell Street. In addition to the driveway for each unit, the applicant is proposing additional guest parking on both sides of the development, totaling in 12 additional parking spaces with access off of Dunaway and Cantrell Street. A concrete sidewalk is proposed to connect the guest parking spaces to the front door of each unit located at the eastern most portion of the development.

The applicant is proposing to exceed all landscaping requirements for the development.

The applicant has provided a detailed elevation/façade plan with the PD proposal. The applicant proposes to utilize a minimum of 90% masonry, which will include materials such as wood, stone, hardie, wood board, & batten for all proposed structures. Each of the proposed two-and-a-halfstory townhomes will contain a rooftop patio. Accent siding and awnings are proposed for select architectural elements, with each unit contain a rooftop patio. All HVAC equipment is proposed to be roofmounted and screened from view of the right-of-way (ROW). Additionally, the applicant has included two elevation options for consideration. Option 1 is primarily made of brick material whereas Option 2 is primarily made of wood siding.

The Waxahachie Zoning Ordinance typically requires a 6' solid masonry wall to be installed between residential and commercial uses. The applicant is not explicitly proposing screening at this time. It should be noted that there is an existing fence and natural barrier along the westside of the property adjacent to the existing residential single-family homes. In the event that screening is proposed, the fence will be 8' in height and ornamental.

Water line size: An 8" waterline currently exists along Dunaway Street adjacent to the subject property. Typically, a multi-family project is required to install a 12" waterline to serve the development. Due to the limited number of dwelling units proposed with this development, the applicant has requested to utilize the existing 8" water line as opposed to installing a new 12" water line along Dunaway Street. In order to determine if the 8" water line is sufficient to serve the development; the applicant will be required to conduct a fire flow test and engineering analysis in the area around the development and provide the results to staff. The fire flow test and engineering analysis must demonstrate the presence of a minimum fire flow and domestic flow that is acceptable to the Director of Utilities. This fire flow test and engineering analysis are required to be conducted prior to replatting the property.

The applicant proposes to reduce the minimum utility easement width from 15' to 10' along Dunaway Street and S Monroe Street. The applicant has provided Letters of No Objection from

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franchise utility providers in the area. Due to the presence of existing infrastructure in the area and the provision of No Objection letters, staff does not have concerns with this request.

The applicant is not proposing to dedicate right-of-way (ROW) with this planned development. The Waxahachie Thoroughfare Plan currently identifies a 120' thoroughfare crossing through the center of the subject property. This thoroughfare is intended to connect Cantrell Street directly to US Highway 77 and Howard Road at the existing intersection south of the viaduct bridges. The Waxahachie Thoroughfare Plan proposes to replace the existing intersection with a roundabout. However, expansion of Cantrell Street and the construction of a roundabout at the intersection south of the viaduct is not currently feasible without the purchase of multiple adjacent properties. Due to the questionable near-term feasibility of the 2023 Thoroughfare Plan, staff has evaluated alternative thoroughfare options in the area. After discussions with TxDOT, staff has identified viable alternatives that can be pursued via a future amendment to the Thoroughfare Plan. These options would allow for development to occur on the subject property while still allowing for future thoroughfare improvements south of downtown. Staff is supportive of a deviation from the thoroughfare plan for this PD due to the fact that viable alternatives are available.

{Travis Smith arrived at 7:27 p.m.}

To comply with State law contained in Local Government Code Chapter 211 and the City's public hearing notice requirements, 19 notices were mailed to property owners within 200 feet of the request. Staff has received zero (0) letters of support and one (1) letter of opposition for the proposed zoning change.

Mayor Wallace opened the Public Hearing at approximately 7:28 p.m.

Mr. Robertson read a letter from Adrian Tijerina and Kelly Dlabaj, 300 Haley Drive, regarding their concerns if the zoning request is approved.

There being no others to speak for or against ZDC-49-2025, Mayor Wallace closed the Public Hearing at approximately 7:31 p.m.

Brad Yates, owner, and City Council discussed the proposed townhome development, with concerns raised about using an existing 8-inch waterline instead of a recommended 12-inch line, potential future pressure issues, and whether upgrades would be needed. Staff noted that current flow appears adequate and that 12-inch infrastructure is not readily available in the area.

Additional discussion addressed neighborhood concerns about privacy, building height, setbacks, rooftop equipment, and views. Mr. Yates explained design changes to reduce impacts, including placing mechanical equipment away from neighbors and limiting rear-facing windows. Council members acknowledged the challenges of the property's location but expressed confidence in the developer's work and emphasized the importance of communication with nearby residents.

8. Consider proposed Ordinance approving ZDC-49-2025

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ORDINANCE NO. 3733

AN ORDINANCE AUTHORIZING A ZONING CHANGE FROM COMMERCIAL (C) TO PLANNED DEVELOPMENT-MULTI-FAMILY-1 (PD-MF-1), WITH SITE PLAN LOCATED DIRECTLY SOUTH OF 404 CANTRELL STREET IN THE CITY OF WAXAHACHIE, ELLIS COUNTY, TEXAS, BEING 0.5531 ACRES KNOWN AS PROPERTY ID 172321, PART OF LOT 1A, BLOCK 1 OF THE BULLARD ADDITION, AND ORDERING THE CHANGING OF THE ZONING MAP THEREOF IN ACCORDANCE WITH SAID CHANGE.

Action:

Travis Smith moved to approve ZDC-49-2025, a Zoning Change from a Commercial zoning district to a Planned Development-Multi-Family-1 (PD-MF-1) zoning district located directly south of 404 Cantrell Street, subject to the conditions the staff report and with the added condition that the masonry elevation that was provided by the applicant be used. Motion was seconded by Tres Atkins and carried unanimously (5-0).

9. Consider Development Agreement for ZDC-49-2025

Action:

Travis Smith moved to approve the Development Agreement for ZDC-49-2025. Motion was seconded by Tres Atkins and carried unanimously (5-0).

10. Public Hearing on a request by Jennifer Smolka for a Specific Use Permit (SUP) for a Short-Term Rental (STR) use within a Single-family-2 (SF-2) zoning district located at 116 San Jacinto CT (Property ID 174917) - Owner: Smolka Holdings LLC Series D (ZDC-21-2026)

Mr. Robertson presented the Item. The applicant requests a SUP for short-term rental use at 116 Jacinto Court due to its location within the SF-2 zoning district. The subject property consists of a primary structure being approximately 2,463 square feet in size with three (3) bedrooms and an attached 2-car garage.

The garage will be accessible to guests and there is sufficient space in the driveway to accommodate three (3) cars. Three (3) cars is the maximum number of allowed vehicles. There will be a maximum of 8 guests allowed. The subject property is situated on approximately 0.1690 acres (7,361 square foot) lot. The applicant has not been operating the subject property as a short-term rental; therefore, they have not been paying local hotel occupancy taxes. The Ellis County Appraisal District (ECAD) does not identify the subject property as a Homestead.

During the planning analysis, staff inquired with the Waxahachie Police Department and discovered that there were no nuisance-related calls at this address. The applicant's local emergency contact is Kevin Smolka who is located approximately 9 miles from the subject property.

To comply with State law contained in Local Government Code Chapter 211 and the City's public hearing notice requirements, 106 notices were mailed to property owners within 500 feet of the as required in Section 3.27 of the City's Zoning Ordinance. At the time of publication of this staff

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report, staff had received no letters of support and 22 letters of opposition. Of the opposition letters received, eight (8) originated from property owners within the 200' buffer.

Mayor Wallace opened the Public Hearing at approximately 7:51 p.m.

There being no others to speak for or against ZDC-21-2026, Mayor Wallace closed the Public Hearing at approximately 7:51 p.m.

Jennifer & Kevin Smolka, property owners, requested approval and discussed concerns. Ms. Smolka requested approval for a second short-term rental, explaining that the property would primarily serve as a midterm rental for 30–90 day stays, with short-term rental use in between. She described their experience managing another STR successfully, their local oversight, compliance with City requirements, and plans to maintain the property responsibly.

Council discussion focused on occupancy limits, parking, neighborhood opposition, and the lack of support shown from nearby residents. Some Council members expressed concerns about introducing a business use into an established residential neighborhood, while others noted the applicant's history of responsible property management, the City's STR regulations, and the importance of protecting property rights. The Council also discussed the need for communication between applicants and neighbors before decisions are made.

11. Consider proposed Ordinance approving ZDC-21-2026

Action:

Chris Wright moved to approve ZDC-21-2026, a Specific Use Permit (SUP) for a Short-Term Rental use, subject to the conditions the staff report, authorizing the Mayor and/or City Manager to execute all documents accordingly. Motion was seconded by Billie Wallace and failed (2-3) with Tres Atkins, Patrick Souter, and Travis Smith voting in opposition.

City Council discussed whether to approve the short-term rental request, with concerns centered on the lack of neighborhood support. Some members felt the overwhelming opposition from nearby residents should be given significant weight, while others argued that property owners have rights if they follow City regulations.

Councilman Smith proposed delaying the decision to allow the applicant time to communicate with neighbors and address concerns, with discussion about whether two weeks or a month would be appropriate. Mr. Smolka expressed frustration that neighborhood support had become a deciding factor and requested more time to reach out to residents.

Action:

Travis Smith moved to continue the Public Hearing for ZDC-21-2026, to the August 17, 2026 City Council meeting. Motion was seconded by Patrick Souter and carried unanimously (5-0).

12. Public Hearing on a request by Jill Chambers, for a Specific Use Permit (SUP) for Short-Term Rental use within a Planned Development (PD – Ordinance No. 2302) zoning district located at 186 Delta Drive (Property ID 309387) - Owner: Jill Chambers (ZDC-63-2026)

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Mr. Robertson presented the Item and owner Jill Chambers requested approval. The applicant requests a SUP for short-term rental use at 186 Delta Drive because it is located within the PD zoning district. The subject property consists of a primary structure of approximately 1,830 square feet, with four (4) bedrooms and enough improved surface to accommodate parking for a maximum of four (4) vehicles with two (2) vehicles parked in the garage and two (2) vehicles parked in the driveway. The subject property is situated on an approximately 0.15 acres (6,621 square feet) lot. The applicant has not been operating the subject property as a short-term rental; therefore, they have not been paying local hotel occupancy taxes. The Ellis County Appraisal District (ECAD) does not identify the subject property as a Homestead. The applicant submitted the SUP application on May 14, 2026.

During the planning analysis, staff inquired with the Waxahachie Police Department and discovered that there were no nuisance-related calls.

The applicant's local emergency contact is Troy Chambers, Sr. who is located approximately nine and a half (9.5) miles from the subject property.

To comply with State law contained in Local Government Code Chapter 211 and the City's public hearing notice requirements, 100 notices were mailed to property owners within 500 feet of the as required in Section 3.27 of the City's Zoning Ordinance. At the time of the publishing of this staff report, a total of no letters of support and one (1) letter of opposition were received by staff. The letter in opposition received is within the 200' buffer.

Mayor Wallace opened the Public Hearing at 8:19 p.m.

There being no others to speak for or against ZDC-63-2026, Mayor Wallace closed the Public Hearing at approximately 8:19 p.m.

Mrs. Chambers explained that the property was purchased as an investment intended primarily for midterm rentals, serving needs such as traveling nurses, corporate relocations, and families needing temporary housing. She emphasized that tenants would be screened, the property would be closely monitored with cameras and security systems, and that they live nearby for oversight.

Mrs. Chambers acknowledged concerns about short-term rentals but stated that many guests are responsible travelers seeking temporary accommodations rather than parties. Council discussion noted that the neighborhood showed opposition, with no supporting responses on the map and two objections from nearby residents.

13. Consider proposed Ordinance approving ZDC-63-2026

ORDINANCE NO. 3734

AN ORDINANCE AUTHORIZING A SPECIFIC USE PERMIT (SUP) TO ALLOW A SHORT-TERM RENTAL USE WITHIN A PLANNED DEVELOPMENT (PD – ORDINANCE NO. 2302) ZONING DISTRICT LOCATED AT 186 DELTA DRIVE IN THE CITY OF WAXAHACHIE, ELLIS COUNTY, TEXAS, BEING 0.15 ACRES KNOWN AS PROPERTY ID 309387, AND ORDERING THE CHANGING OF THE ZONING MAP THEREOF IN ACCORDANCE WITH SAID CHANGE.

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Action:

Chris Wright moved to approve ZDC-63-2026, a Specific Use Permit (SUP) for a Short-Term Rental use, subject to the conditions the staff report, authorizing the Mayor and/or City Manager to execute all documents accordingly. Motion was seconded by Travis Smith and carried unanimously (5-0).

- 14. Public Hearing on a request by Judd Richter for a Specific Use Permit (SUP) for Accessory Structures Exceeding 1,000 sq ft within a Single Family-2 (SF-2) zoning district located at 902 West Marvin Avenue (Property ID 176012) – Owner(s): Judd and Cheri Richter (ZDC-43-2026)**

Mayor Wallace announced the property owner withdrew the request on June 23, 2026.

- 15. Consider proposed Ordinance approving ZDC-43-2026**

No action taken.

- 16. Consider proposed Resolution authorizing the City Manager to adopt and/or implement amendments and modifications to the City's Personnel Policies**

Lindsey Mearns, Director of Human Resources and Civil Service, presented the Item. The proposed resolution clarifies the authority for administering the City's Personnel Policies by formally authorizing the City Manager to make necessary amendments and modifications as needed for the effective management of City operations. While the City Charter and Code of Ordinances do not expressly assign this authority, the resolution establishes the City Manager as the approving authority for personnel policy changes while preserving the City Council's ability to review any policies if it chooses.

RESOLUTION NO. 1411

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WAXAHACHIE, TEXAS, AUTHORIZING THE CITY MANAGER TO ADOPT AND/OR IMPLEMENT AMENDMENTS AND MODIFICATIONS TO THE CITY'S PERSONNEL POLICIES; MAKING FINDINGS; AND PROVIDING AN EFFECTIVE DATE.

Action:

Tres Atkins moved to approve a resolution of the City Council of the City of Waxahachie, Texas, authorizing the City Manager to adopt and/or implement amendments and modifications to the city's personnel policies; making findings; and providing an effective date. Motion was seconded by Patrick Souter and carried 4-1 with Chris Wright voting in opposition.

- 17. Consider additional handicapped parking spots at the Farmers Market to serve the Wags-a-Hachie Dog Park in the amount of \$69,600**

Sandy Rehkopf, Downtown Redevelopment & Historic Preservation Manager, presented the Item. Staff is requesting consideration to provide additional ADA-accessible parking spaces on the north side of the Farmers Market vendor parking lot. These spaces would serve both the Waxahachie Farmers Market and the adjacent dog park.

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Several citizens have addressed City Council regarding the lack of convenient accessible parking near the small dog park. While accessible parking is currently available, the existing spaces are limited and located a considerable distance from the park, creating a hardship for individuals with mobility challenges.

The proposed project includes site preparation, construction of new ADA-compliant parking spaces, connectivity to the existing sidewalk system, and installation of the appropriate striping and signage. These improvements will enhance accessibility, improve convenience for park users and market visitors, and address a recurring concern expressed by members of the community.

Staff recommends approval of this project as an investment in accessibility and the continued enhancement of public amenities serving residents and visitors.

Action:

Tres Atkins moved to approve funding from the TIRZ fund in the amount of \$69,600 for the addition of ADA-accessible parking to serve the Farmers Market and the Wags-A-Hachie Dog Park and authorize the City Manager to execute all documents as necessary. Motion was seconded by Patrick Souter and carried unanimously (4-0).

18. Consider emergency repairs to downtown pocket park, Memorial Park in the amount of \$31,545

Ms. Rehkopf presented the Item. Ms. Rehkopf addressed emergency repairs at Downtown's Pocket Park, a memorial honoring police, fire, and first responders. What was initially thought to be minor cosmetic damage was found to be significant structural deterioration, including rotting support materials, unsafe arches, damaged pavers from tree roots, and a failing water feature. The area was fenced off, the unsafe structures were removed, and approximately \$18,000 of the previously approved repair funds had been used for demolition.

Council discussed using the remaining funds to make the area presentable with sod, landscaping, and preservation of memorial elements while a long-term redesign is considered. Members emphasized that the memorial should be rebuilt or relocated into a more meaningful, welcoming space and suggested involving the Waxahachie Partnership and families of those honored in future planning. Concerns were raised about setting a spending limit and not leaving the remaining funds open-ended while decisions are made.

Action:

Travis Smith moved to approve funding from the TIRZ fund in the amount of \$26,970 for the emergency repairs make safe, the downtown memorial park and authorize the City Manager to execute all necessary documents. Motion was seconded by Patrick Souter and carried unanimously (5-0).

19. Consider supplemental appropriation for FY 2026 CIP Engineering Operations and Maintenance Budget to purchase a replacement pickup in the amount of \$55,873

James Gaertner, Director of CIP Engineering, presented the Item. The CIP Engineering Department requests allocating \$55,873 from the General Fund unrestricted reserve to purchase a

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new Ford F-150 4x4 pickup with light bar and toolbox for our CIP Construction Inspector. The current leased pickup, was in a recent accident and the insurance company has deemed it as totaled.

Action:

Tres Atkins moved to approve a supplemental appropriation in the amount of \$55,873 from the General Fund unrestricted reserve to purchase a replacement pickup and authorize the City Manager to execute all the necessary documents. Motion was seconded by Travis Smith and carried unanimously (5-0).

20. Consider construction contract for the Pensacola Ave Reconstruction Project in the amount of \$1,768,760

Mr. Gaertner presented the Item. The proposed Pensacola Ave Reconstruction projects consists of approximately 1,900 linear feet of Pensacola Avenue from Richmond Lane to the Pensacola Avenue Cul-de-sac, as well as the reconstruction of approximately 400 LF of Chiles Street from Monticello Drive to Charlotte Avenue. The asphalt pavement will be replaced with concrete pavement. The project also includes the installation of approximately 2,300 LF of 8" water line and approximately 1,000 LF of 8" sanitary sewer line. Additionally, the project includes ADA compliant sidewalks, and streetlights.

The City received twelve (12) bids for the project as summarized below:

Bidder	Bid Amount
Kadribros LLC dba Jazry	\$1,585,661.80
3D Paving and Contracting LLC	\$1,768,760.00
JR West Texas Concrete LLC	\$2,060,526.00
Jeske Construction Company	\$2,116,260.00
Estrada Concrete Company LLC	\$2,144,705.00
SYB Construction Co., Inc.	\$2,187,632.50
VLEX Construction LLC	\$2,244,954.00
Circle H Contractors LP	\$2,359,000.00
McMahon Contracting LP	\$2,470,133.77
Axis Contracting, Inc.	\$2,694,052.50
Venus Construction	\$2,695,236.40
FM Utilities LLC	\$3,810,761.19

Kimley Horn, the engineer of record, reviewed the bids, evaluated contractor references. The apparent low bidder was not able to provide sufficient municipal project experience of similar scope. 3D Paving and Contracting, LLC was determined to be the lowest responsive and responsible bidder. Staff recommends awarding a construction contract to 3D Paving and Contracting, LLC in the amount of \$1,768,760 for the Pensacola Ave Reconstruction Project.

Action:

Tres Atkins moved to approve the construction contract with 3D Paving and Contracting, LLC for the Pensacola Ave Reconstruction Project in an amount not to exceed \$1,768,760 and authorize

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the City Manager to execute all necessary documents. Motion was seconded by Travis Smith and carried unanimously (5-0).

- 21. Consider proposed Ordinance designating a certain area within the taxing jurisdiction of the City of Waxahachie to be known as Reinvestment Zone #33; establishing the boundaries thereof; and providing for an effective date**

Kassandra Carroll, Director of Economic Development, announced that due to posting requirements, staff is seeking to withdraw the consideration of this item. A new Public Hearing notice regarding the proposed designation of the Reinvestment Zone #33 will be republished and brought back to City Council on August 3rd for consideration.

No action taken.

- 22. Public Hearing on a request by applicant Owens Corning Insulating Systems, LLC., owner of property located at 3700 N. Interstate 35-E, Waxahachie, Texas, for a tax abatement agreement in support of an expansion of business operations including, but not limited to production line improvements estimated at \$56,000,000 within the City of Waxahachie Reinvestment Zone #33 at 3700 N. Interstate 35-E, Waxahachie, Texas**

Ms. Carroll announced staff is requesting a continuance due to the need to repost the Public Notice of the Public Hearing for the designation of the Reinvestment Zone No. 33.

Action:

Travis Smith moved to continue the Public Hearing and consideration for the proposed Resolution approving the Tax Abatement Agreement for Owens Corning Insulating Systems, LLC to the August 3, 2026 City Council Meeting. Motion was seconded by Tres Atkins and carried unanimously (5-0).

- 23. Consider proposed Resolution approving Tax Abatement Agreement for Owens Corning Insulating Systems, LLC in support of expansion of business operations at 3700 N. Interstate 35-E, Waxahachie, Texas**

No action taken.

- 24. Public Hearing to consider Resolution nominating Owens Corning Insulating Systems, LLC for the Texas Enterprise Zone Program**

Ms. Carroll announced due to the withdrawal of the previous items regarding Owens Corning Insulating Systems, LLC, the company requests a continuance of the consideration until the August 3, 2026 City Council meeting.

Action:

Travis Smith moved to continue the Public Hearing and consideration for the proposed Resolution nominating Owens Corning Insulating Systems, LLC for the Texas State Enterprise Zone Program to the August 3, 2026 City Council meeting. Motion was seconded by Tres Atkins and carried unanimously (5-0).

(ua)

25. Consider proposed Resolution nominating Owens Corning Insulating Systems, LLC as a Texas State Enterprise Zone Project

No action taken.

26. Consider proposed Resolution nominating Walgreens Co. as a Texas State Enterprise Zone Project

Ms. Carroll presented the Item. The City of Waxahachie passed Ordinance No. 2784 on March 2, 2015, electing to participate in the Texas Enterprise Zone Program. Walgreen Co. (Walgreens) located at 710 Ovilla Road, Waxahachie, Texas wishes to pursue designation as a Texas Enterprise Zone Project once again and has petitioned the City to nominate the company to the State of Texas. Walgreens has stated that they plan to invest \$5 Million at their Waxahachie facility and currently employ 759 employees. Of those existing jobs they plan to retain the 376 jobs that already qualify for the Texas Enterprise Zone program. City staff have determined that the company meets the State's criteria as outlined in the resolution. Criteria include a certain level of new investment and hiring at least 35% of their employees who are residents of economically disadvantaged census areas or an existing enterprise zone or that are veterans. As a Texas Enterprise Zone Project, Walgreens will be eligible for annual reimbursements of a portion of their State sales and use taxes.

RESOLUTION NO. 1412

A RESOLUTION AUTHORIZING THE NOMINATION OF WALGREEN CO. TO THE OFFICE OF THE GOVERNOR ECONOMIC DEVELOPMENT AND TOURISM THROUGH THE ECONOMIC DEVELOPMENT BANK AS A TEXAS STATE ENTERPRISE PROJECT.

Action:

Tres Atkins moved to adopt a Resolution authorizing the nomination of Walgreen Co. to the Office of the Governor, Economic Development and Tourism through the Economic Development Bank as a Texas State Enterprise Zone Project. Motion was seconded by Travis Smith and carried unanimously (5-0).

27. Public Hearing to consider comment and act upon an ordinance accepting and approving a Service and Assessment Plan, as updated for Phase #4 on September 15, 2025 and Phase #5 on July 20, 2026, including the Phase #5 Assessment Roll for the Waxahachie Public Improvement District No. 1; making a finding of special benefit to the property in Phase #5 of the District; levying special assessments against property within Phase #5 of the District and establishing a lien on such property; and providing for the method of assessment and the payment of the Assessments all in accordance with Chapter 372, Texas local government code, as amended; providing penalties and interest on delinquent assessments; providing for severability; and providing an effective date

Shon Brooks, Assistant City Manager, presented Items 27 and 28. 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. This update includes Phase 5 of the development and

(ua)

establishes the services and assessments, as well as the methods for reimbursement of the improvements.

There is no fiscal impact to the City. Phase 5 residents will pay \$0.22 per \$100 assessment on their property. Termination of assessment is available with the payment of the total outstanding balance.

Mayor Wallace opened the Public Hearing at 8:58 p.m.

There being no others to speak for or against, Mayor Wallace closed the Public Hearing at approximately 8:58 p.m.

ORDINANCE NO. 3735

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WAXAHACHIE, TEXAS ACCEPTING AND APPROVING A SERVICE AND ASSESSMENT PLAN, AS UPDATED FOR PHASE #4 ON SEPTEMBER 15, 2025 AND PHASE #5 ON JULY 20, 2026 AND PHASE #5 ASSESSMENT ROLL FOR THE WAXAHACHIE PUBLIC IMPROVEMENT DISTRICT NO. 1; MAKING A FINDING OF SPECIAL BENEFIT TO THE PROPERTY IN PHASE #5 OF THE DISTRICT; LEVYING SPECIAL ASSESSMENTS AGAINST PROPERTY WITHIN PHASE #5 OF THE DISTRICT AND ESTABLISHING A LIEN ON SUCH PROPERTY; PROVIDING FOR THE METHOD OF ASSESSMENT AND THE PAYMENT OF THE ASSESSMENTS IN ACCORDANCE WITH CHAPTER 372, TEXAS LOCAL GOVERNMENT CODE, AS AMENDED; PROVIDING PENALTIES AND INTEREST ON DELINQUENT ASSESSMENTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Action:

Tres Atkins moved to approve an Ordinance accepting and approving a Service and Assessment Plan as updated for Phase #4 on September 15, 2025 and Phase #5 on July 20, 2026. Motion was seconded by Patrick Souter and carried unanimously (5-0).

- 28. Consider and act upon an ordinance of the City of Waxahachie, Texas, approving and authorizing the issuance of the “City of Waxahachie, Texas, Special Assessment Revenue Bonds, Series 2026 (Waxahachie Public Improvement District No. 1 Phase Four-Five Project)”, approving and authorizing an Indenture of Trust, a Bond Purchase Agreement, a Limited Offering Memorandum, a Continuing Disclosure Agreement, and other agreements and documents in connection therewith; making findings with respect to the issuance of such bonds; and providing an effective date**

ORDINANCE NO. 3736

AN ORDINANCE AUTHORIZING THE ISSUANCE OF THE “CITY OF WAXAHACHIE, TEXAS, SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2026 (WAXAHACHIE PUBLIC IMPROVEMENT DISTRICT NO. 1 PHASE FOUR-FIVE PROJECT)”; APPROVING AND AUTHORIZING AN INDENTURE OF TRUST, A BOND PURCHASE AGREEMENT, A LIMITED OFFERING MEMORANDUM, A CONTINUING DISCLOSURE AGREEMENT, AND OTHER AGREEMENTS AND DOCUMENTS IN CONNECTION THEREWITH; MAKING FINDINGS WITH

(16a)

RESPECT TO THE ISSUANCE OF SUCH BONDS; AND PROVIDING AN EFFECTIVE DATE

Action:

Tres Atkins moved to approve an Ordinance authorizing the issuance of Special Revenue Bonds approving and authorizing an Indenture of Trust, a Bond Purchase Agreement, a Limited Offering Memorandum, a Continuing Disclosure Agreement, and other agreements regarding the issuance of such bonds. Motion was seconded by Patrick Souter and carried unanimously (5-0).

- 29. 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 9:04 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.

- 30. Reconvene and take any necessary action**

The meeting reconvened at 10:52 p.m.

Action:

Tres Atkins moved to authorize the City Manager to execute a land purchase agreement and further authorize the payment of proceeds related thereto. Motion was seconded by Patrick Souter and carried unanimously (5-0).

- 31. Comments by Mayor, City Council, City Attorney and City Management**

This item was discussed before Executive Session.

Councilman Chris Wright thanked residents who participated in public comments, recognizing their input and continued engagement. He also acknowledged community advocates, including Madeline Bracken from Keep Waxahachie Beautiful, and reaffirmed that the City is continuing to work toward addressing future animal shelter needs.

Councilman Patrick Souter echoed Councilman Wright's comments.

(wa)

Mayor Wallace reiterated that the City is actively working on improving animal services and the animal shelter, emphasizing that the issue remains a priority and has not been forgotten. She also praised Madeline Bracken and other community volunteers for their dedication to Keep Waxahachie Beautiful and thanked residents for their involvement before moving into executive session.

32. Adjourn

There being no further business, the meeting adjourned at 10:53 p.m.

Respectfully submitted,
Amber Villarreal, City Secretary

(ub)

A special 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 July 15, 2026 at 3:00 p.m.

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

Council Member Absent: Tres Atkins, Council Member Place 1

Others Present: Ricky Boyd, City Manager
Shon Brooks, Assistant City Manager
Terry Welch, City Attorney
Jami Bonner, Assistant 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. Public Comments

None.

5. Convene into Executive Session 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 3:06 p.m. the City Council would convene into Executive Session 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.

6. Reconvene and take any necessary action

The meeting reconvened at 4:22 p.m.

Action:

Patrick Souter moved to authorize the City Manager to execute an agreement between the City of Waxahachie and Dublak Glass Company in anticipation of litigation. Motion was seconded by Travis Smith and carried unanimously (4-0).

(ub)

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

Council Members expressed their heartfelt condolences to Kim Lawrence on the recent passing of her husband, Deputy City Manager Albert Lawrence. They also extended their condolences to Council Member Tres Atkins on the passing of his father. Council Members asked that the community continue to keep both families in their thoughts and prayers during this difficult time.

8. Adjourn

There being no further business, the meeting adjourned at 4:24 p.m.

Respectfully submitted,
Jami Bonner, Assistant City Secretary



City of Waxahachie
City Secretary's Office
8/29/2026 8/29/2026

(lec)

Special Event Application
America 250 - Celebrating our story

Date of Submission: 7/13/2026

Applicant Information

Applicant name: **Gabrielle Tranel**

Host organization name: **Paper Leaves Bookstore / Greater Literacy Foundation**

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

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

Cell phone number: !

Email: **gabrielle@paperleavesbookstore.com** &

rosanne@paperleavesbookstore.com

Mailing Address: **510 Water Street, Waxahachie, TX 75165**

About the Event

Event name: **America 250 - Celebrating our story**

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: **250-500**

Description of event: **We are focusing on the 176-year history of Waxahachie as part of the American story. This is a free event for the community**

The event will feature:

- **Food Trucks**
- **The Bookmobile Experience, where we aim to gift over 500 books to local families.**
- **Interactive History Exhibits, including storytelling stations and a "Back in Time Passport".**
- **Family Activities, such as a mechanical bull and a bounce house.**

	Date(s)	Start Time	End Time
Event date	8/29/2026	10:00am	3:00pm
Event set-up	8/29/2026	7:00am	
Event breakdown	8/29/2026		5:00pm

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

Registration / admission information:



City of Waxahachie
City Secretary's Office
8/29/20268/29/2026

(6c)

Special Event Application
America 250 - Celebrating our story

How many times has this event been hosted before? **Never**

Best description of the event: **Festival**

Event activities include: **Amusement rides / Inflatables; Information / Literature distribution; Food - sampled, served, or sold; Products / Services - given away, sampled, or sold; Live music; Street closure; DJ / Recorded music;**

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? **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: **I'm assuming that the end of College Street, in front of the park and curving around Fresh, will need to be closed off, if possible. However, if the food trucks are able to be in a location at the park, and off College Street, then we probably wouldn't**

Street closings to begin at **August, 29th, from 7:00am-5:00pm**

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: **Barricades on College Street, but only if street closure is necessary.**

Where should the equipment be dropped off and picked up? **Rail Yard Park**

When (date and time) will the equipment be set-up? **August 29th, 7:00am**

When (date and time) will the equipment be removed? **August 29th, 5:00pm**

Waste Management Plan



City of Waxahachie
City Secretary's Office
8/29/20268/29/2026

(60)

Special Event Application

America 250 - Celebrating our story

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 have volunteers to collect and dispose of trash. We will use our own purchased garbage/recycling receptacles and bags.**

- 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? Franchise utilities; Generator (provided by the applicant);

Explain services in detail: **We will have food trucks who will each have their own generators, along with inflatables. The City's basic electrical access should be just fine as long as we can get to the outlets.**

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



City of Waxahachie
City Secretary's Office
8/29/20268/29/2026

(b)(6)

Special Event Application

America 250 - Celebrating our story

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: 7/13/2026



stortelling tents



face painting/crafts



back drop for photo op



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

(ud)

Special Event Application
Waxahachie Rotary's Charity Dog Walk

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? 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? 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 have multiple volunteers that will be armed with pooper scoopers and disposable bags. We will gather them in a larger bag and dispose of all trash created by the event.

- 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



City of Waxahachie
City Secretary's Office
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(ud)

Special Event Application
Waxahachie Rotary's Charity Dog Walk

How will electrical services be provided? Franchise utilities;
Explain services in detail: DJ will need electricity on stage

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.



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

(ud)

Special Event Application
Waxahachie Rotary's Charity Dog Walk

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: 7/17/2026



Waxahachie Rotary's Charitable Dog Parade & Prizes
 April 18, 2026

9am - 12 pm
 @ Railyard Park / along Waxahachie Creek Trail



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

Special Event Application

Service to America Blood Drive with Carter
Bloodcare

Date of Submission: 10/10/2026

Applicant Information

Applicant name: Vicki Evans Williams

Host organization name: Daughters of the American Revolution

Are you representing the host organization? Yes

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

Cell phone number: Email:

Mailing Address: 204 Meandering Lane, Burleson, TX 76028

About the Event

Event name: Service to America Blood Drive with Carter Bloodcare

Will the event be held at Railyard Park? No

Event location: Ellis County Museum (corner of College & Franklin)

Anticipated attendance: N/A

Description of event: Community Blood Drive with Carter Bloodcare Bus. Typically set up in the Pocket Park with a table and the Carter Bloodcare Bus. Per Danielle & Wally – relocating to Ellis County Museum in 2026 due to Pocket Park construction. DAR Table will be set up in front of the museum and Carter Bloodcare bus will be parked parallel in front of or on the side of the museum. Wally will handle coning off those 3-4 parking spaces early that morning or the night before.

	Date(s)	Start Time	End Time
Event date	10/10/2026	9:00am	4:00pm
Event set-up	10/10/2026	8:00am	
Event breakdown	10/10/2026		5:00pm

This event is Free and open to the general public

Registration / admission information: N/A

How many times has this event been hosted before? 5+ Times

Best description of the event: Blood Drive

Event activities include: Information / Literature distribution;

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)? No

(66)



City of Waxahachie
City Secretary's Office
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Special Event Application

Service to America Blood Drive with Carter
Bloodcare

Will the event require any food preparation on site?

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? **(3) parking spaces**

Please list all streets, intersections, and parking lots that apply: **Requesting to block (3) parking spaces near the Pocket Park area for the Bloodcare bus near the Ellis County Museum.**

Street closings to begin at **8:00am**

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 or barricades to block spaces for the bus

Where should the equipment be dropped off and picked up? **Near Ellis County Museum**

When (date and time) will the equipment be set-up? **10/10/2026 6:00am**

When (date and time) will the equipment be removed? **10/10/2026 5:00pm**

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. **N/A**

- **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



City of Waxahachie
City Secretary's Office
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Special Event Application

Service to America Blood Drive with Carter
Bloodcare

- 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

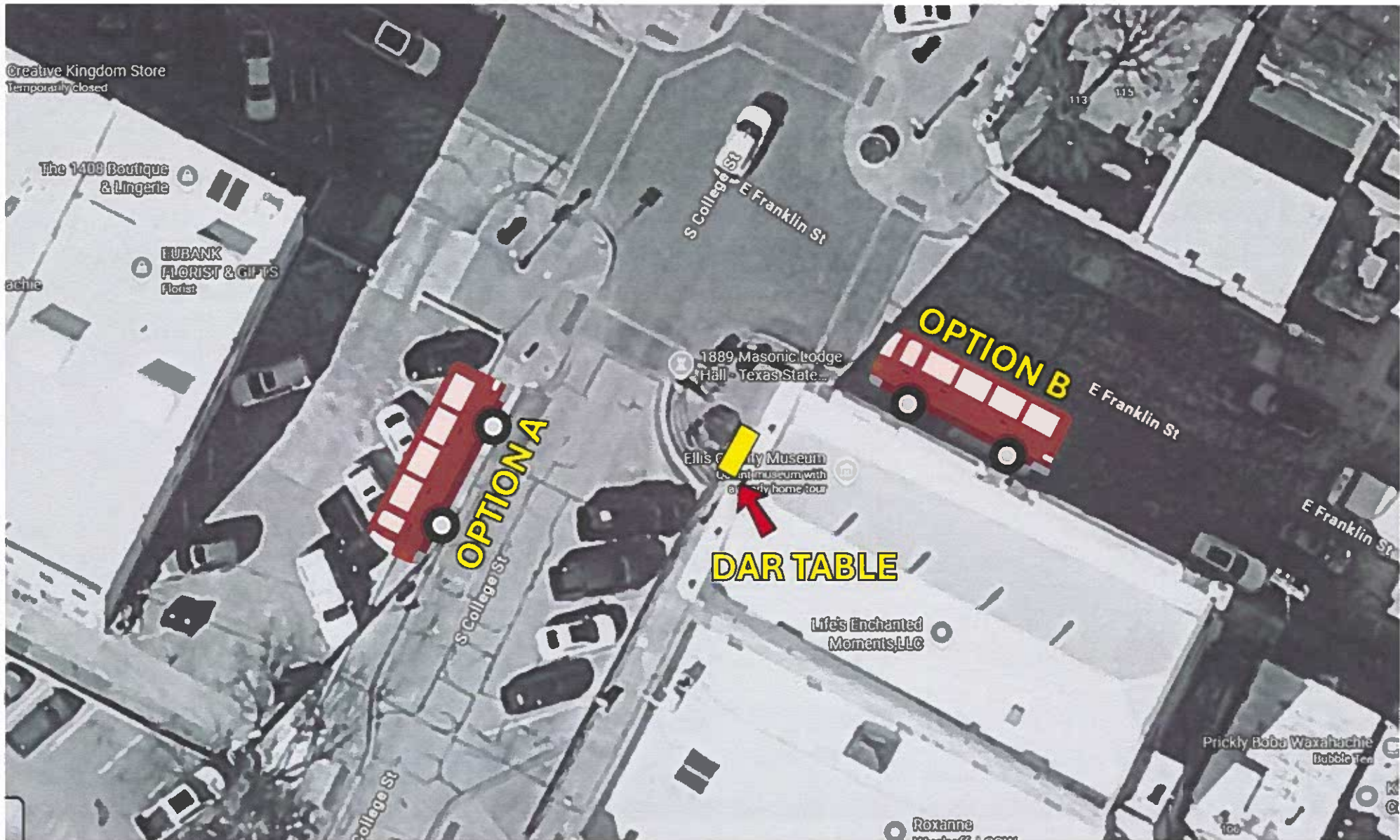
By submitting the Special Event Application, the applicant / organization has thoroughly read, understands, and agrees to all conditions outlined on this application.

- Date of Submission: 10/10/2026

DAUGHTERS OF THE AMERICAN REVOLUTION (6e) BLOOD DRIVE WITH CARTER BLOODCARE

OCTOBER 10, 2026 • 9AM - 4PM

Exact bus parking & table locations will be determined by Downtown Coordinator & Ellis County Museum



Planning & Zoning Department

(uf)

Petition for ETJ Release

Case: ETJ-PTN-87-2026



MEETING DATE(S)

City Council:

August 3, 2026

CAPTION

Consider proposed Ordinance approving a request by Eugene Zeller Jr, for a **Petition for ETJ Release** for approximately 12.13 acres, located at 707 & 713 Johnston Road (Property ID 157557) – Owner: Zeller Eugene F Revocable Living Trust (ETJ-PTN-87-2026)

RECOMMENDED MOTION

"I move to approve ETJ-PTN-87-2026, a request by Eugene Zeller Jr, for a Petition for ETJ Release for approximately 12.13 acres, located at 707 & 713 Johnston Road, authorizing the Mayor to sign the associated documents accordingly."

APPLICANT REQUEST

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

CASE INFORMATION

Applicant:

Eugene Zeller, Jr.

Property Owner(s):

Zeller Eugene F Revocable Living Trust

Site Acreage:

12.13 acres

Number of Lots:

1 lot

Number of Dwelling Units:

2 units

SUBJECT PROPERTY

General Location:

707 & 713 Johnston Road

Parcel ID Number(s):

157557

Current Zoning:

ETJ

Existing Use:

Single Family Residence

Platting History:

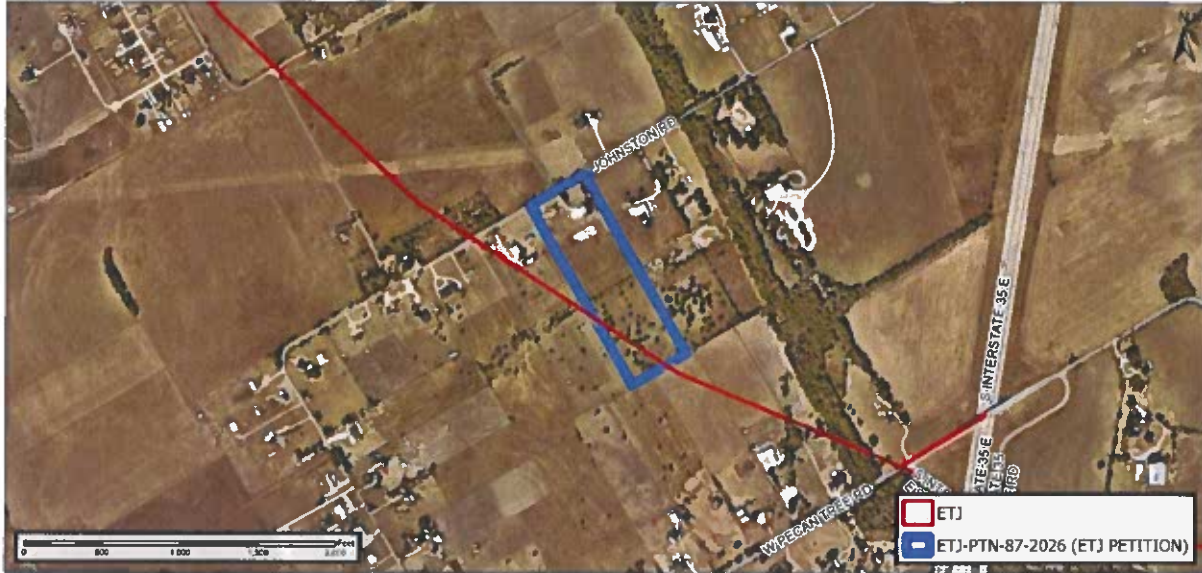
The subject property is platted as lot 4 of the Yale Farm First Installment Subdivision.

CCN Service Area:

Buena Vista-Bethel WSC

(let)

Site Aerial:



PLANNING ANALYSIS

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

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

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

RECOMMENDATION

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

ATTACHED EXHIBITS

1. ETJ Petition Map for August 3, 2026 City Council Meeting
2. Proposed Ordinance
3. Plat (Exhibit A)
4. Location Map (Exhibit B)

STAFF CONTACT INFORMATION

Prepared by:

David Jones

Planner

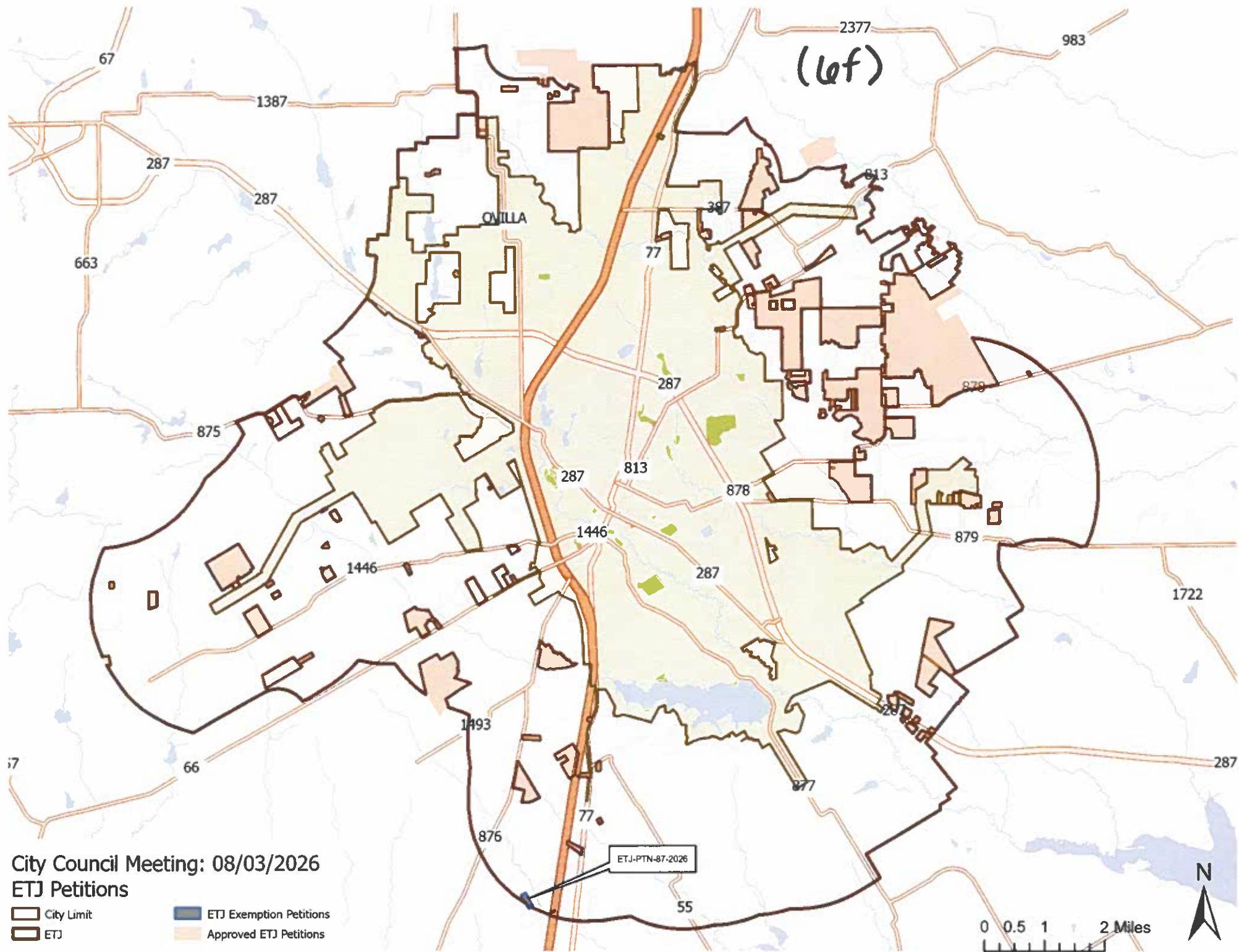
djones@waxahachietx.gov

Reviewed by:

Trenton Robertson, AICP

Director of Planning

trobertson@waxahachietx.gov



(6f)

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE RELEASE FROM THE CITY OF WAXAHACHIE'S EXTRATERRITORIAL JURISDICTION OF A 12.13 ACRE TRACT OF LAND, LOCATED AT 707 AND 713 JOHNSTON ROAD, KNOWN AS PROPERTY ID 157557, 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-87-2026, 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 Plat 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 3rd day of August, 2026.

MAYOR

ATTEST:

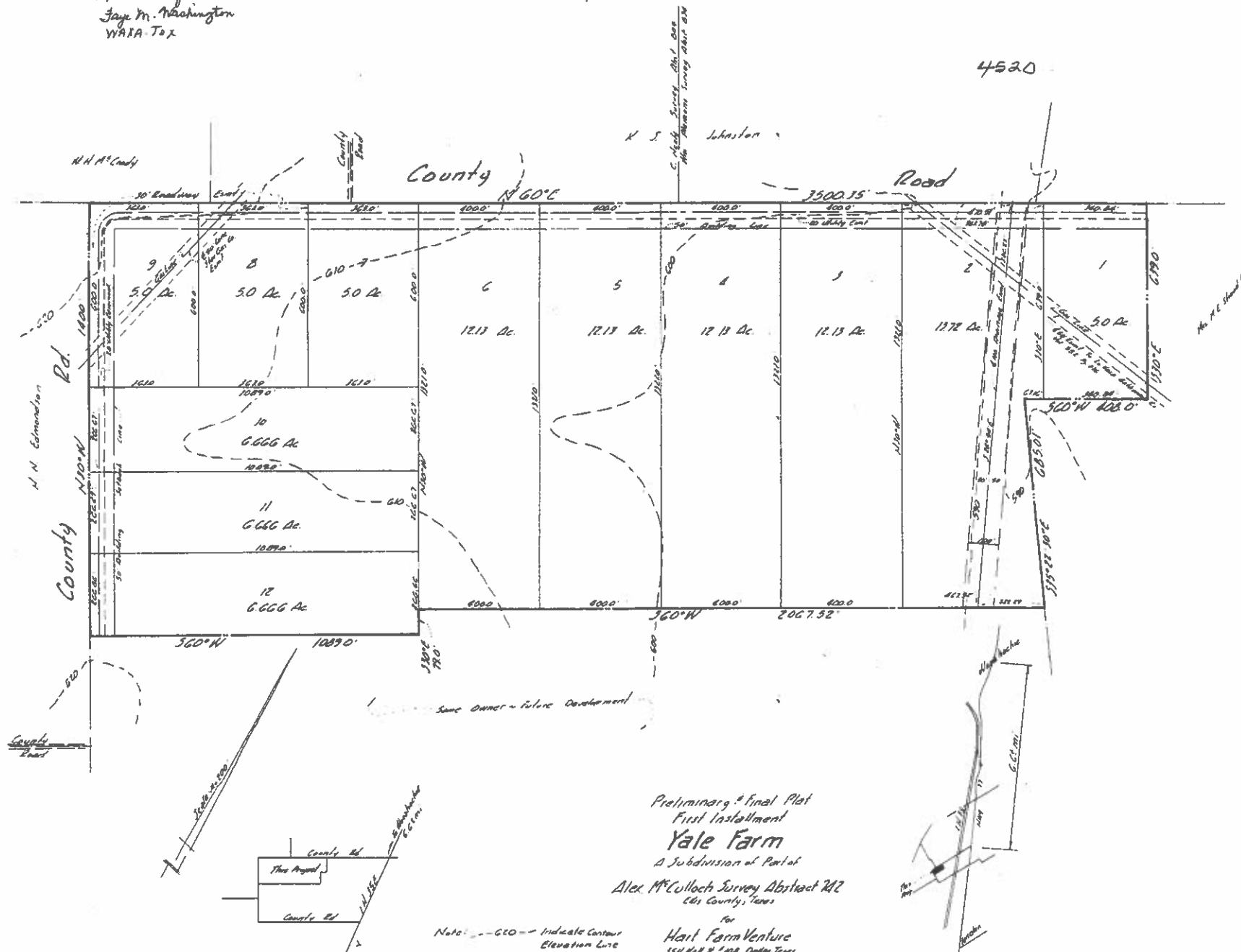
City Secretary

EXHIBIT A - PLAT

1982 May 28 AM 10:27
Jaye M. Washington
WATA-TOL

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B5

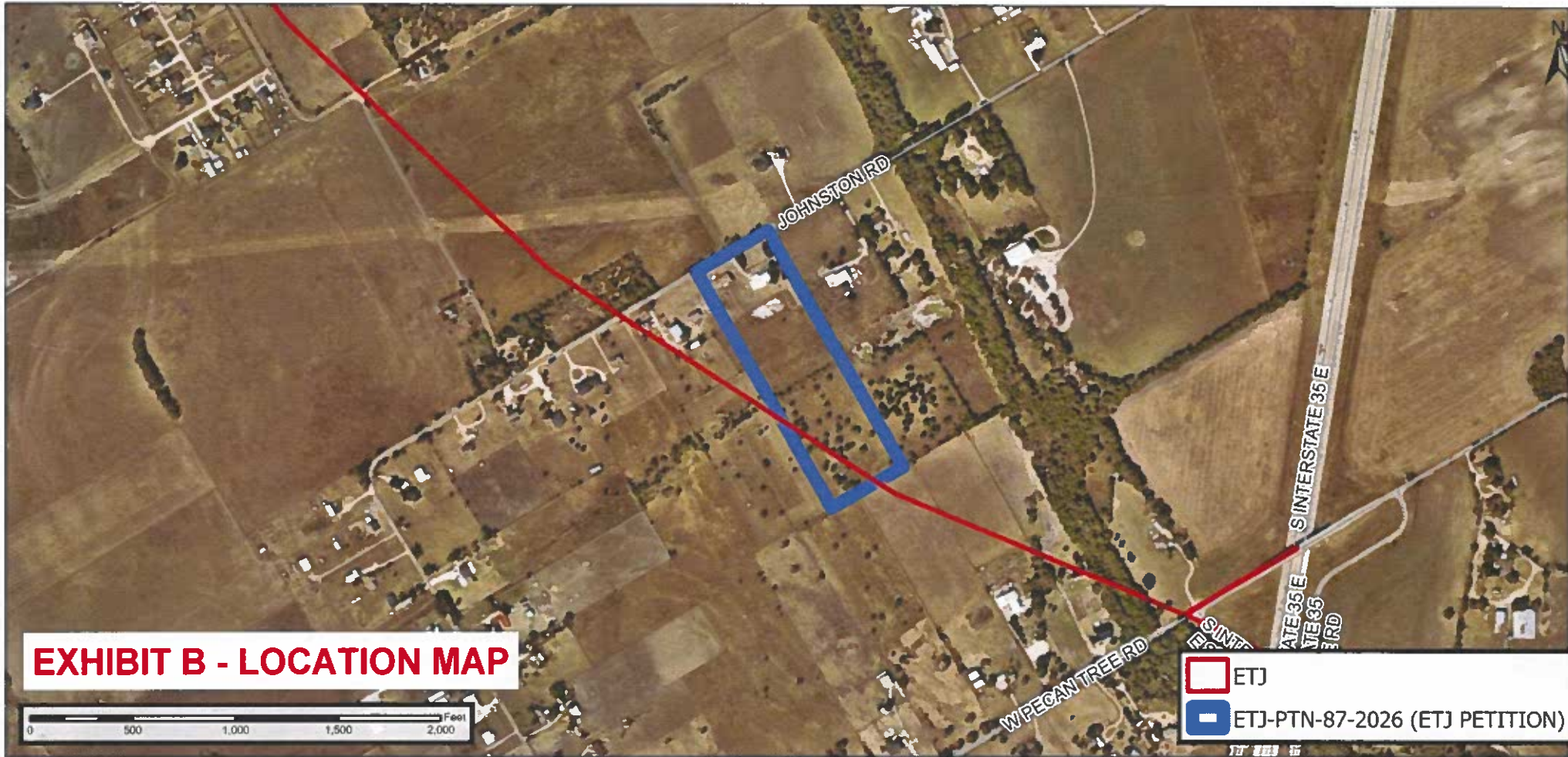


Preliminary & Final Plat
First Installment
Yale Farm
A Subdivision of Part of
Alex McCulloch Survey Abstract 242
601 County, Texas
For
Hart Farm Venture
1511 1/2 St. 1000 Dallas, Texas
By
N. H. Krieger, Jr.
2809 Park St. El Paso, Texas
Phone 875-7011

Note: --- GEO --- Indicate Contour
Elevation Line

Sheet 2 of 2

(let)





Memorandum

To: Honorable Mayor and City Council

From: Trenton Robinson, Director of Planning and Zoning

Thru: Ricky Boyd, City Manager *RB*

Date: August 3, 2026

Re: Interlocal Agreement with Ellis County for developmental authority in a portion of the Waxahachie ETJ

Recommended Motion: "I move to approval the interlocal agreement between the City of Waxahachie and the County of Ellis transferring all developmental jurisdiction to the City of Waxahachie, and authorize the Mayor and/or City Manager to execute all necessary documents"

Item Description: Consider an interlocal agreement between the City of Waxahachie and Ellis County, transferring design, review, and execution authority for all items related to the development of the Haven Ranch project to the City.

Item Summary: The Haven Ranch development being inside the City of Waxahachie Extra Territorial Jurisdiction is subject to the rules and regulations of Ellis County.

The Haven Ranch development is currently under obligation, described by the development agreement filed by Instrument Number 2334062 of the Ellis County Public Records, to annex into the Waxahachie City limits following the completion of certain processes.

The proposed agreement transfers all jurisdictional authority required to complete the development process from Ellis County to the City of Waxahachie. The said transfer of jurisdictional authority includes but is not limited too; issuance of addresses, road name approval, infrastructure design and acceptance, and permitting authority.

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**INTERLOCAL COOPERATIVE AGREEMENT BETWEEN ELLIS COUNTY AND
THE CITY OF WAXAHACHIE**

This interlocal cooperative agreement (the "Agreement"), made to be effective as of the [] day of _____, 2026, is by and between the City of Waxahachie, Texas, a Texas home-rule municipality (the "City"), and Ellis County, Texas (the "County"), for the purpose of memorializing the terms pursuant to which certain public improvements, including address assignment and street naming, will occur within the master-planned Haven Ranch Development project (the "Development"), located within the incorporated City limits of the City and the City's extraterritorial jurisdiction. The City and the County may also hereinafter be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, Developer GRBK EDGEWOOD LLC, a Texas limited liability company, and the City entered into that certain Development Agreement dated November 16, 2023, regarding the Development, which encompasses approximately 1,229.536 acres of land, and which is further described in Exhibit A, attached hereto and incorporated herein for all purposes; and

WHEREAS, the Development Agreement dictates that the Development will be developed in successive phases, and each phase is required to be annexed into the City of Waxahachie corporate limits, as further described in Section 8.2 of the Development Agreement; and

WHEREAS, a portion of the Development to be annexed currently is located in the extraterritorial jurisdiction of the City, being under the addressing jurisdiction of the County; and

WHEREAS, the County desires to delegate to the City its addressing authority existing within the boundaries of the Development whose portion of which is currently within the City's extraterritorial jurisdiction for the duration of the development and annexation process, and the City is willing to accept this delegation; and

WHEREAS, this Agreement shall constitute an interlocal cooperative agreement as authorized pursuant to the provisions of Chapter 791 of the Texas Government Code, as amended, as the services provided pursuant to this Agreement are governmental functions and services in accordance with Texas Government Code Section 791.003(3); and

NOW, THEREFORE, for and in consideration of the foregoing, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

SECTION 1: Definition and Use of Terms. For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, (a) the capitalized terms used but not defined in this Agreement shall have respective meanings assigned thereto in the Development Agreement; (b) all references in this Agreement to designated Sections, exhibits or other subdivisions are to the designated Sections, Exhibits and other subdivisions of this

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Agreement, or if specifically referenced, the respective Sections, Exhibits or other subdivisions of the Development Agreement, which such Sections are hereby incorporated by reference for all purposes as though reproduced herein.

SECTION 2: Agreement of the Parties. The Parties hereby agree that:

A. The County agrees to delegate to the City the exclusive authority to assign, modify, or otherwise maintain the addressing and road names for all phases of the Development, regardless of whether such phase is located inside of the addressing jurisdictional boundary of the County or the City;

B. The City agrees to assign addresses and approve street names in accordance with City addressing guidelines, while ensuring compatibility with the regional database requirements established by the North Central Texas Emergency Communication District;

C. The City agrees to assume responsibility for monitoring address compliance, including facilitating road sign placement and maintenance during the duration of the Development;

D. The County agrees to waive authority over assignment, modification and maintenance of addresses and road names and signs for all phases of the Development during the term of this Agreement;

E. The County agrees to waive financial responsibility for the replacement and maintenance of road signs or other such encumbrances in the Development area for addressing infrastructure during the term of this Agreement; and

F. The City agrees to yield all authority and responsibility described herein, and the County agrees to assume such authority and responsibility, including financial responsibility for the replacement and maintenance of road signs or other such encumbrances within its jurisdiction, if the conditions of annexation described in Section 8.2 of the Development Agreement are not met.

SECTION 3: Findings. Each of the Parties hereby find that the services provided hereunder are being provided to or for the benefit of the residents of the County located within the extraterritorial jurisdiction of the City.

SECTION 4: Term and Termination. This Agreement shall be effective upon execution by the Parties hereto and shall continue in effect annually until the entirety of that portion of the Development within the extraterritorial jurisdiction of the City is fully annexed by the City, or the termination of the Development Agreement pursuant to the applicable termination provisions of that Agreement, whichever is earlier.

SECTION 5: Liability of City. To the extent not limited by State law, neither the City nor any director, officer, employee, or agent of the City shall be responsible for any liability arising from the services provided under this Agreement.

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SECTION 6: Immunity. It is expressly understood and agreed that, in the execution of this Agreement, neither party waives, nor shall be deemed hereby to have waived any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in parties not signatories hereto.

SECTION 7: Amendment. This Agreement may be amended, modified, revised or changed by written instrument executed by the Parties hereto.

SECTION 8: Addresses and Notice. Unless otherwise provided herein, any notice, communication, request, reply, or advice herein provided or permitted to be given, made or accepted by any Party hereto must be in writing and may be given or be served by depositing the same in the United States mail postpaid and registered or certified and addressed to the Party to be notified, with return receipt requested. Notice deposited in the mail in the manner hereinabove described shall be conclusively deemed to be effective from and after the expiration of three days after it is so deposited. For the purposes of notice, the addresses of the Parties hereto shall, until changed as provided herein, be as follows:

If to the City, to:

ATTN: Amber Villarreal, City Secretary
408 S Rogers
Waxahachie, TX 75165

If to the County, to:

[REDACTED]
[REDACTED]
[REDACTED]

The Parties hereto shall have the right from time to time and at any time to change their respective addresses and each shall have the right to specify as its address any other address by at least ten (10) days' written notice to the other Party hereto.

SECTION 9: Entire Agreement. This Agreement contains the entire agreement between the Parties pertaining to the subject matter hereof and fully supersedes all prior agreements and understandings between the parties pertaining to such subject matter.

SECTION 10: Captions. The section headings appearing in this Agreement are for convenience of reference only and are not intended, to any extent and for any purpose, to limit or define the text of any section or any subsection hereof.

SECTION 11: Incorporation of Recitals. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Agreement for all purposes and are adopted as a part of the findings of the respective governing body of each Party hereto.

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SECTION 12: Inconsistent Provisions. All orders and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Agreement are hereby repealed to the extent of such conflict, and the provisions of this Agreement shall be and remain controlling as to the matters provided herein.

SECTION 13: Governing Law and Venue. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement. The parties agree that this Agreement is performable in Ellis County, Texas and that exclusive venue for any disputes arising under this Agreement shall lie in Ellis County, Texas.

SECTION 14: Severability. If any provision of this Agreement of the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Agreement and the application of such provision to other persons and circumstances shall nevertheless be valid, and the Parties hereby declare that this Agreement would have been enacted and agreed without such invalid provision.

SECTION 15: Successors and Assigns. This Agreement shall be binding upon the Parties hereto, their successors, heirs, personal representatives and assigns. Neither Party will assign or transfer an interest in this Agreement without the written consent of the other Party.

SECTION 16: Force Majeure. No Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: acts of God; flood, fire or explosion; war, invasion, riot or other civil unrest; actions, embargoes or blockades in effect on or after the date of this Agreement; or national or regional emergency (each of the foregoing, a "Force Majeure Event"). A Party whose performance is affected by a Force Majeure Event shall give notice to the other party, stating the period of time the occurrence is expected to continue and shall use reasonable efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

SECTION 17: Counterparts. This Agreement may be executed in any number of counterparts, each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts shall together constitute one and the same instrument.

SECTION 18: Authorization. The undersigned officer and/or agents of the Parties hereto are the properly authorized officials who have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party hereby certifies to the other that all necessary resolutions extending said authority have been duly passed and are now in full force and effect.

{Remainder of Page Intentionally Left Blank – Signature Page Follows.}

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IN WITNESS WHEREOF, the Parties have executed this Agreement and caused this Agreement to be effective as of the date first above written.

ELLIS COUNTY, TEXAS

By: _____
John Wray, County Judge

ATTEST:

CITY OF WAXAHACHIE, TEXAS

Billie Wallace, Mayor

ATTEST:

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EXHIBIT A

Property Description

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

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

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

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

THENCE North 58°35'56" East, continuing with the common line of said 104.099 acre tract and said 30.962 acre tract, and continuing along said Haven Road, passing at a distance of 441.13 feet, a 1/2" iron rod found at the southeast corner of said 30.962 acre tract, same being the most westerly southwest corner of a called 37.3328 acre tract of land described in a Warranty Deed to Doug and

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Lisa Maynard, recorded in Volume 2741, Page 322, O.P.R.E.C.T., and continuing with the northwest line of said 104.099, the northwest line of the aforementioned 456.928 acre tract, and the southeast line of said 37.3328 acre tract, and the southeast line of a called 1.9886 acre tract of land described in a Deed to Doug Owen Maynard and Lisa A. Maynard, recorded in Volume 1175, Page 1035, O.P.R.E.C.T., and along said Haven Road, for a total distance of 1,299.55 feet to a 1/2" iron rod found at the southeast corner of said 1.9886 acre tract, a southwesterly interior corner of said 37.3328 acre tract, and being at a northerly reentrant corner of said 456.928 acre tract;

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

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

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

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

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

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

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

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

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

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South 02°48'12" West, a distance of 548.29 feet to a 5/8" iron rod found for corner;
South 89°16'51" East, a distance of 440.32 feet to a 1/2" iron rod with yellow plastic cap (stamping illegible) found for corner;

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

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

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

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

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

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

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

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

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

South 06°02'06" West, a distance of 351.76 feet to a 5/8" iron rod with yellow plastic cap (stamping illegible) found in the approximate centerline of Harrington Road (a variable

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width prescriptive right-of-way) at the southwest corner of a called 30-foot right-of-way dedication conveyed on the Final Plat of Crystal Cove Estates, an addition to the City of Waxahachie, Texas, according to the plat thereof recorded in Cabinet E, Slide 115, P.R.E.C.T., same being the most northerly northwest corner of the aforementioned 420.642 acre tract;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

THENCE North $58^{\circ}35'39''$ East, with the south line of said 10.0 acre tract, a distance of 229.11 feet to a 5/8" iron rod with yellow plastic cap stamped "Peloton" found for the northwest corner of a called 10.0 acre tract of land described in the Warranty Deed to Brian K. and Kimberly Garlitz,

(49)

recorded in Volume 2809, Page 470, O.P.R.E.C.T., and being at the most easterly northeast corner of said 76.653 acre tract;

THENCE South 30°49'14" East, with the common line of said 10.0 acre Garlitz tract, and said 76.653 acre tract, passing at a distance of 571.85 feet, a 5/8" iron rod with yellow plastic cap stamped "TXRCS" found at the southwest corner of said 10.0 acre Garlitz tract, same being the northwest corner of a called 31.549 acre tract of land described in the Deed to Charles B. Williams and Sharon S. Williams, recorded in Volume 2616, Page 1132, O.P.R.E.C.T., and continuing with the common line of said 76.653 acre tract and said 31.549 acre tract for a total distance of 1,743.08 feet to a 1/2" iron rod found for the southwest corner of said 31.549 acre tract, and being at the northwest corner of a called 30.88 acre tract of land designated as "Tract Two, Third Tract" in the Deed to Peggy Lee Hunter and Ann Cheree Fielder, recorded in Instrument No. 2039707, O.P.R.E.C.T.;

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

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

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

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

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

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

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

South 30°39'34" East, a distance of 167.38 feet to a 5/8" iron rod with yellow plastic cap stamped "Peloton" found at an angle point in the south line of said 107.789 acre tract, and

(69)

being at the northeast corner of a called 45.870 acre tract of land designated as "Parcel No. 3" in the Deed to John S. Huffman, recorded in Volume 2614, Page 352, O.P.R.E.C.T.;

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

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

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

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

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

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

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

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

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

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

(49)

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

South 59°04'11" West, a distance of 547.61 feet to a 1/2" iron rod found for the northwest corner of said 2.14 acre tract, and being at the southwest corner of the aforementioned 104.099 acre tract, and being in the east line of a called 121.7963 acre tract of land described in the Warranty Deed to Pinhas Bendayan, recorded in Volume 1357, Page 145, O.P.R.E.C.T.;

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

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

(uh)



Memorandum

To: Honorable Mayor and City Council
From: Scott Safford, Fire Chief
Thru: Ricky Boyd, City Manager *RB*
Date: August 3, 2026
Re: Deployment Reimbursement for Overtime

Recommended Motion: "I move to approve a supplemental appropriation from the General Fund unrestricted reserve in the amount of \$96,000 to GL Account 100-220-51500, Salaries-Overtime, for TIFMAS Deployment reimbursement.

Item Description: Consider approval of a supplemental appropriation to allocate funds received through TIFMAS Deployment reimbursement for personnel overtime.

Item Summary: The reimbursement funds received were not anticipated during the original budget adoption and, therefore, require a supplemental appropriation. Appropriating these funds will allow the City to properly recognize the revenue and offset the overtime expenditures incurred by the Fire Department while ensuring compliance with City financial policies and accounting practices. This action does not impact the General Fund balance, as the appropriation is fully supported by reimbursement revenue.

Fiscal Impact: This supplemental appropriation increases the Fire Department's salaries-overtime budget by \$96,000. These funds have already been received through TDEM deployment reimbursement and deposited into the General Fund unrestricted reserve.

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Memorandum

To: Honorable Mayor and City Council
From: Scott Safford, Fire Chief
Thru: Ricky Boyd, City Manager *RB*
Date: August 3, 2026
Re: Deployment Reimbursement for Travel

Recommended Motion: "I move to approve a supplemental appropriation from the General Fund unrestricted reserve in the amount of \$21,250 to GL Account 100-220-55350, Travel, for TIFMAS Deployment reimbursement.

Item Description: Consider approval of a supplemental appropriation to allocate funds received through TIFMAS Deployment reimbursement for travel (meals and lodging).

Item Summary: The reimbursement funds received were not anticipated during the original budget adoption and, therefore, require a supplemental appropriation. Appropriating these funds will allow the City to properly recognize the revenue and offset the Fire Department's travel expenditures, while ensuring compliance with City financial policies and accounting practices. This action does not impact the General Fund balance, as the appropriation is fully supported by reimbursement revenue.

Fiscal Impact: This supplemental appropriation increases the Fire Department's travel budget by \$21,250. These funds have already been received through TDEM deployment reimbursement and deposited into the General Fund unrestricted reserve.

(uj)



Memorandum

To: Honorable Mayor and City Council
From: Scott Safford, Fire Chief
Thru: Ricky Boyd, City Manager *RB*
Date: August 3, 2026
Re: Deployment Reimbursement for Fuel

Recommended Motion: "I move to approve a supplemental appropriation from the General Fund unrestricted reserve in the amount of \$37,700 to GL Account 100-220-56202, Gasoline & Oil for Vehicle, for TIFMAS Deployment reimbursement.

Item Description: Consider approval of a supplemental appropriation to allocate funds received through TIFMAS Deployment reimbursement for fuel usage in excess of normally budgeted expenses.

Item Summary: The reimbursement funds received were not anticipated during the original budget adoption and, therefore, require a supplemental appropriation. Appropriating these funds will allow the City to properly recognize the revenue and offset the Fire Department's fuel expenditures, while ensuring compliance with City financial policies and accounting practices. This action does not impact the General Fund balance, as the appropriation is fully supported by reimbursement revenue.

Fiscal Impact: This supplemental appropriation increases the Fire Department's Gasoline & Oil for Vehicles budget by \$37,700. These funds have already been received through TDEM deployment reimbursement and deposited into the General Fund unrestricted reserve.

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Memorandum

To: Honorable Mayor and City Council

From: Chief Joe Wiser, Chief of Police

Thru: Ricky Boyd, City Manager *RB*

Date: August 3, 2026

Re: Consider Approval of Supplemental Appropriation for First Responder Mental Health Crisis Support Services

Motion: "I move to approve a supplemental appropriation in the amount of \$60,625 for the First Responder Mental Health Program expenses FY 2026 and authorize the City Manager to execute all documents as necessary."

Item Description: Consider approval of a supplemental appropriation in the amount of \$60,625 to cover the City's match for the First Responder Mental Health Program grant.

Item Summary: In 2023 the City of Waxahachie Police, Fire and Emergency Management Departments were awarded a 3-year step grant for First Responder Mental Health Services. The Office of the Governor's award was \$216,799.90.

Grant funding was structured as a declining cost-share over the three-year award period, as follows:

- **Year One:** The grant funded 100% of eligible program expenditures. The grant provided \$105,299.90 in program expenses, and no City match was required.
- **Year Two:** The grant funded approximately 75% of eligible program expenditures, providing \$76,500 in grant funding with a City match of \$19,125.
- **Year Three:** The grant funded approximately 35% of eligible program expenditures, providing \$35,000 in grant funding with a City match of \$60,625.

The grant enabled the City of Waxahachie to provide access for Police, Fire and Emergency Management public safety workers, administrators and staff members and

(UK)

their families to outpatient counseling (for clinical and nonclinical mental health needs in individual, couples, family sessions across the lifespan (ages 3 to 99), using office-based, telehealth, equine-based, certified animal-based or on-site based formats. The grant also provides Critical Incident Debriefing services to individuals or groups as necessary.

Fiscal Impact: As a condition of the City's acceptance of the grant award and continued participation in the program, the City is responsible for funding eligible remaining expenditures. Therefore, a supplemental appropriation in the amount of **\$60,625** is requested from the unrestricted general fund reserve to support the First Responder Mental Health Program. Sufficient funds are available to support this appropriation.

(u)



Memorandum

To: Honorable Mayor and City Council

From: Amber Villarreal, City Secretary

Thru: Ricky Boyd, City Manager *RB*

Date: August 3, 2026

Re: Consider Setting September 2026 City Council Meeting Date

Item Description: Consider setting City Council meeting on Tuesday, September 8, 2026 due to Labor Day holiday.

Item Summary: Due to the September holiday schedule, staff is requesting to set the regularly scheduled City Council meeting on Tuesday, September 8, 2026.

Planning & Zoning Department

Zoning Staff Report

(7)



Case: ZDC-4-2026

MEETING DATE(S)

Planning & Zoning Commission:
City Council:

July 28, 2026
August 3, 2026

CAPTION

Public Hearing on a request by Melvin Barnes, for a **Specific Use Permit (SUP)** for an **Accessory Dwelling Unit** use within a Single Family-2 zoning district located at 732 N. Gibson St (Property ID 174210) - Owner: William T. Marth & Susan Marth (ZDC-4-2026)

RECOMMENDED MOTION

"I move to recommend approval of ZDC-4-2026, a Specific Use Permit (SUP) for an Accessory Dwelling Unit, subject to the conditions the staff report."

ACTION SINCE INITIAL STAFF REPORT

At the Planning & Zoning Commission meeting held on May 26, 2026, the Planning & Zoning Commission voted 7-0 to continue this item to the Planning & Zoning Commission meeting on July 28, 2026.

At the City Council meeting held on June 1, 2026, the City Council voted 5-0 to move this item to the City Council meeting on August 3, 2026.

APPLICANT REQUEST

The Applicant requests a Specific Use Permit (SUP) to allow for the construction of an attached Accessory Dwelling Unit at 732 North Gibson Street.

CASE INFORMATION

Applicant: Melvin Barnes

Property Owner(s): William T. Marth & Susan Marth

Site Acreage: 0.298 acres

Current Zoning: Single Family-2 (SF-2)

Requested Zoning: SF-2 with a SUP for an Accessory Dwelling Unit

SUBJECT PROPERTY

General Location: 732 North Gibson Street

Parcel ID Number(s): 174210

Existing Use: Single Family Residence

Development History: The property is platted as Lots 19A and 20B, Block 6 of the Hillcrest Addition.

(7)

Adjoining Zoning & Uses:

Direction	Zoning	Current Use
North	SF-2	Single Family Residence
East	SF-2	Single Family Residence
South	SF-2	Single Family Residence
West	SF-2	Single Family Residence

Future Land Use Plan:

Mixed-Use Neighborhood

Comprehensive Plan:

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

Thoroughfare Plan:

The property is accessible via North Gibson Street.

Site Image:



(7)

PLANNING ANALYSIS

The Applicant is requesting a Specific Use Permit (SUP) to allow for an Accessory Dwelling Unit (ADU) of 2,858 square feet that will be attached to the existing 1,292 square foot single-family residence, totaling 4,150 square feet in area. The ADU also consists of an attached garage to be included in the proposed square footage of 2,858 square feet. The Waxahachie Zoning Ordinance requires approval of a SUP to allow for an ADU use within a Single Family-2 (SF-2) zoning district. The proposed ADU is located to the rear of the primary structure at the subject property and meets the minimum setback requirements for an accessory structure within the Infill Overlay District. The proposed garage is located to the rear of the addition, which will be accessible by a concrete drive facing the alley behind the subject property. The proposed ADU will include one (1) bedroom, one (1) bathroom, a washer/dryer connection, a full kitchen, and an open living area. Access doors to the ADU will be available from the northwest side of the property.

The Applicant has indicated that the project may be completed in phases. If constructed in phases, the proposed approach could result in the accessory dwelling unit (ADU) being detached from the primary structure for a period of time. Additionally, the subject property consists of two separately platted lots. Based on the current lot configuration and the proposed location of the ADU, the structure would cross an existing property line. As a result, a replat will be required before a building permit can be issued.

PUBLIC NOTIFICATIONS

To comply with State law contained in Local Government Code Chapter 211 and the City's public hearing notice requirements, 20 notices were mailed to property owners within 200 feet of the request. In addition, a notice was published in the Waxahachie Sun and a sign was visibly posted at the property. Staff has received one (1) letter of opposition and one (1) letter of support for the proposed SUP.

RECOMMENDATION

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

Conditions:

1. The ADU shall not exceed 2,858 square feet in size. An amendment to this SUP shall be required in the event the accessory dwelling is proposed to expand beyond 2,858 square feet in size.
2. The subject property shall be replatted into one lot prior to the approval and issuance of a building permit for the ADU.
3. The ADU shall only be occupied by the property owner.
4. The ADU shall not be leased or sold separately from the primary residence and shall not be separately metered for electric, water, or wastewater services.
5. The ADU shall not be used as a short-term rental without a SUP that has been approved by City Council.
6. The ADU shall not be used for commercial purposes.
7. The garage shall be accessible via an approved surface in accordance with the City of Waxahachie's Zoning ordinance.
8. The primary structure will need to remain habitable during construction of the ADU.
9. The property shall provide a minimum of two enclosed parking spaces.
10. The proposed addition must be completed within 2-years from the approval of this SUP.
11. The property owner shall obtain all necessary permits from the City of Waxahachie's Building and Community Services Department before construction of the accessory dwelling.

(7)

ATTACHED EXHIBITS

1. Property Owner Notification Responses
2. SUP Ordinance
3. Exhibit A – Location Map
4. Exhibit B – Operational Plan
5. Exhibit C – Site Plan
6. Exhibit D – Floor Plan
7. Exhibit E – Elevation and Façade Plan

APPLICANT REQUIREMENTS

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

STAFF CONTACT INFORMATION

Prepared by:

Caleb Ensley

Planner

censley@waxahachietx.gov

Reviewed by:

Trenton Robertson, AICP

Director of Planning

trobertson@waxahachietx.gov

(7)

Case Numbre ZDC-4-2026



Bethany DeLay <l
To Planning

[Reply](#) [Reply All](#) [Forward](#) [...](#)

Mon 7/13/2026 8:09 AM

Some people who received this message don't often get email from

[Learn why this is important](#)

I received a written notification regarding the SUP request by my neighbors across the street. I wanted to respond and say I have zero concerns or issues with this request and I fully SUPPORT their endeavors. Please let me know if there is anything else needed at this time.

Bethany DeLay
735 N Gibson St, Waxahachie, TX 75165



(7)

City of Waxahachie, Texas
Notice of Public Hearing
Case Number: ZDC-4-2026

RICKELS GEORGE R & DORINDA A
509 SYCAMORE ST
WAXAHACHIE, TX 75165-2411

The Waxahachie Planning & Zoning Commission will hold a Public Hearing on Tuesday, April 28, 2026 at 7:00 p.m. and the Waxahachie City Council will hold a Public Hearing on Monday, May 18, 2026 at 7:00 p.m. in Meeting Rooms A & B at the Waxahachie Civic Center, 2000 Civic Center Ln, Waxahachie, Texas to consider the following:

Request by Melvin Barnes, for a **Specific Use Permit (SUP)** for an **Accessory Dwelling Unit** use within a Single Family-2 zoning district located at 732 N. Gibson St (Property ID 174210)
- Owner: William T. Marth & Susan Marth (ZDC-4-2026)

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



Scan for additional information.

Case Number: ZDC-4-2026

City Reference: 174204

Your response to this notification is optional. If you choose to respond, please return this form by 5:00 P.M. on *April 17, 2026* to ensure inclusion in the Agenda Packet. Forms can be e-mailed to Planning@Waxahachie.com or you may drop off/mail your form to City of Waxahachie, Attention: Planning, 408 S Rogers Street, Waxahachie, TX 75165.

☐ SUPPORT

☒ OPPOSE

Comments:

I could only support this if the owners also plan to clean up the existing property, which is a bit of an eyesore. If the addition is a reflection of the existing property, then no.

Signature *Dorinda Rickels*

Date

4/12/2026

Printed Name and Title

Dorinda Rickels

Address

509 Sycamore St.

(8)

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING A SPECIFIC USE PERMIT (SUP) TO PERMIT AN ACCESSORY DWELLING UNIT (ADU) USE WITHIN A SINGLE FAMILY-2 (SF-2) ZONING DISTRICT, LOCATED 732 NORTH GIBSON STREET, BEING PROPERTY ID 174210, IN THE CITY OF WAXAHACHIE, ELLIS COUNTY, TEXAS, BEING LOT 19A AND 20B, BLOCK 6 IN THE HILLCREST ADDITION, AND ORDERING THE CHANGING OF THE ZONING MAP THEREOF IN ACCORDANCE WITH SAID CHANGE.

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

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

WHEREAS, the described property is classified in said ordinance and any amendments thereto as SF-2; and

WHEREAS, a proper application for a SUP has been made in accordance with the zoning ordinances in the City of Waxahachie and said application has been assigned case number ZDC-4-2026. Said application having been referred to the Planning and Zoning (P&Z) Commission was recommended by the P&Z Commission for approval and the issuance thereof; and

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

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

NOW, THEREFORE, this property is rezoned from SF-2 to SF-2, with a SUP in order to permit an Accessory Dwelling Unit (ADU) use on the following property: 732 N Gibson Street; which is shown on Exhibit A, in accordance with the Operational Plan attached as Exhibit B, the Site Plan attached as Exhibit C, the Floor Plan attached as Exhibit D, and the Elevation and Façade Plan attached as Exhibit E.

SPECIFIC USE PERMIT

Purpose and Intent

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

Specific Use Permit

FOR OPERATION OF A SPECIFIC USE PERMIT (SUP) FOR AN ACCESSORY DWELLING UNIT (ADU) WITHIN A SINGLE FAMILY-2 (SF-2) ZONING DISTRICT; the following standards and conditions are hereby established as part of this ordinance:

1. The development shall conform as approved by the City Council under case number ZDC-4-2026.
2. The development shall adhere to the City Council approved in Exhibit A- Location Map, Exhibit B – Operational Plan, Exhibit C - Site Plan, Exhibit D – Floor Plan, and Exhibit E – Elevation and Façade Plan.
3. The accessory dwelling shall be 2,858 square feet in size. An amendment to this SUP shall be required in the event the accessory dwelling is proposed to expand beyond 2,858 square feet in size.
4. The subject property is required to be replatted into a single consolidated lot prior to the issuance of a building permit for the addition.
5. The accessory dwelling shall only be occupied by the property owner or non-paying guest of the property owner.
6. The garage shall be accessible via an approved surface in accordance with the City of Waxahachie's Zoning Ordinance.
7. The primary structure shall remain habitable during construction of the ADU.
8. The property shall provide a minimum of two enclosed parking spaces.
9. The proposed addition must be completed within 2-years from the approval of this SUP.
10. The accessory dwelling shall not be used as a short-term rental without a SUP that has been approved by City Council.
11. The accessory dwelling shall not be used for commercial purposes.
12. The accessory dwelling shall not be leased or sold separately from the primary residence and shall not be separately metered for electric, water, or wastewater services.
13. All improvements within the subject property will be subject to obtaining building permits from the City in accordance with the City's applicable rules and regulations governing such permits.
14. The development shall maintain compliance with all Federal, State and Local regulations; including, but not necessarily limited to, all applicable standards and regulations of the City of Waxahachie Municipal Code and City of Waxahachie Zoning Ordinance.

(8)

15. Any zoning, land use requirement, or restriction not contained within this Zoning Ordinance (Ordinance No. TBD), shall conform to those requirements and/or standards prescribed in Exhibit B – Operational Plan, Exhibit C - Site Plan, Exhibit D – Floor Plan, and Exhibit E – Elevation and Façade Plan. Where regulations are not specified in Exhibits B, C, D, E, or in this Zoning Ordinance (Ordinance No. TBD), the regulations of the Single Family-2 (SF-2) zoning district and the City of Waxahachie Zoning Ordinance shall apply to this development.
16. City Council shall have the right to review the Specific Use Permit at any point, if needed.

Compliance

1. It shall be unlawful for the owner, manager, or any person in charge of a business or other establishment to violate the conditions imposed by the City Council when a Specific Use Permit is granted, and the violation of those conditions could result in a citation being issued by the appropriate enforcement officers of the City of Waxahachie.
2. Furthermore, by this Ordinance, if the premises covered by this Specific Use Permit is vacated and/or cease to operate for a period exceeding six months (6 months), a new Specific Use Permit shall be required to re-establish the use.
3. This Specific Use Permit shall run with the land and therefore may be transferred from owner to owner.

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

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

PASSED, APPROVED AND ADOPTED on this 3rd day of August, 2026.

MAYOR

ATTEST:

City Secretary

(8)

EXHIBIT A - LOCATION MAP

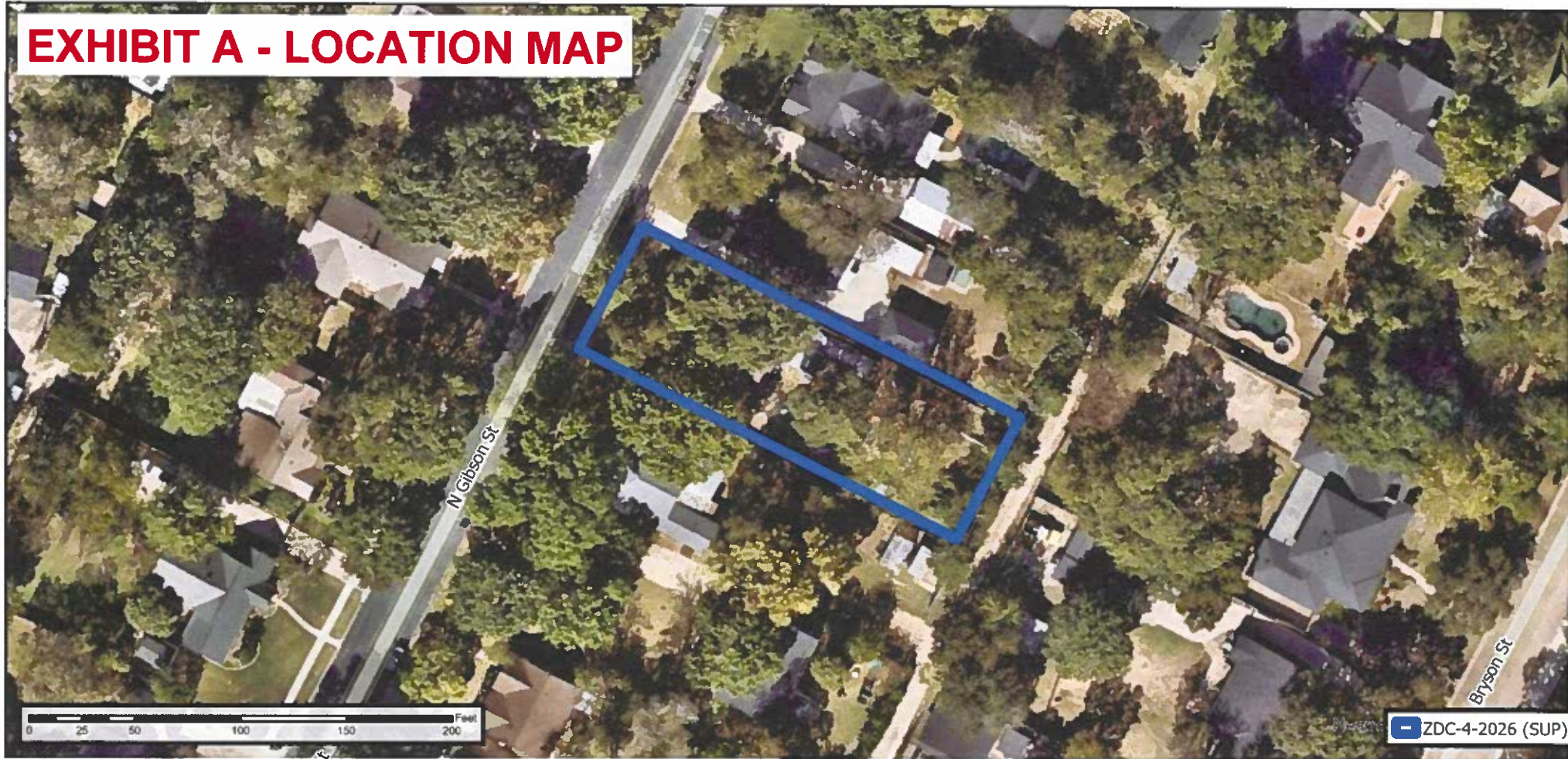


EXHIBIT B - OPERATIONAL PLAN (8)

OPERATIONAL PLAN FOR PROPOSED A.D.U.

Property Address: 732 N. Gibson Street, Waxahachie, TX

Project: Proposed Accessory Dwelling Unit (A.D.U.)

Applicant: Marth Family

Operational Plan for Proposed A.D.U. at 732 N. Gibson Street

The property owners are proposing an Accessory Dwelling Unit (A.D.U.) at 732 N. Gibson Street. The project will be completed in two phases: (1) construction of a new garage/shop structure, and (2) a future mother-in-law suite addition as shown on the submitted plans.

The A.D.U. is intended solely for private family use. It will not be leased, rented, used as a short-term rental, or operated for any commercial purpose. It will remain part of the primary residence and will not be separately metered, subdivided, or sold independently.

Utilities

Utilities for the A.D.U. — including water, wastewater, and electricity — will connect to the existing service lines for the primary residence. The A.D.U. will not be separately metered and will remain functionally tied to the main dwelling.

Use & Occupancy

The A.D.U. will be used only by family members or non-paying guests.

It will not be:

Rented long-term

Used as a short-term rental

Operated commercially

Sold separately from the main residence

The purpose of the A.D.U. is solely to meet the long-term residential needs of the Marth family.

EXHIBIT B - OPERATIONAL PLAN

(8)

Parking & Access

On-site parking will comply with City of Waxahachie requirements.

Access to the garage and future A.D.U. will be provided through the existing driveway or an approved access point on the property.

Construction Approach

All construction will comply with the 2021 International Residential Code and all applicable City of Waxahachie development regulations. Exterior materials and architectural elements will match or complement the main residence to maintain neighborhood character.

This A.D.U. is intended to support multigenerational living and provide long-term residential stability for the property owners. It is not intended to increase density, traffic, or activity beyond what is appropriate for the site.

Thank you,

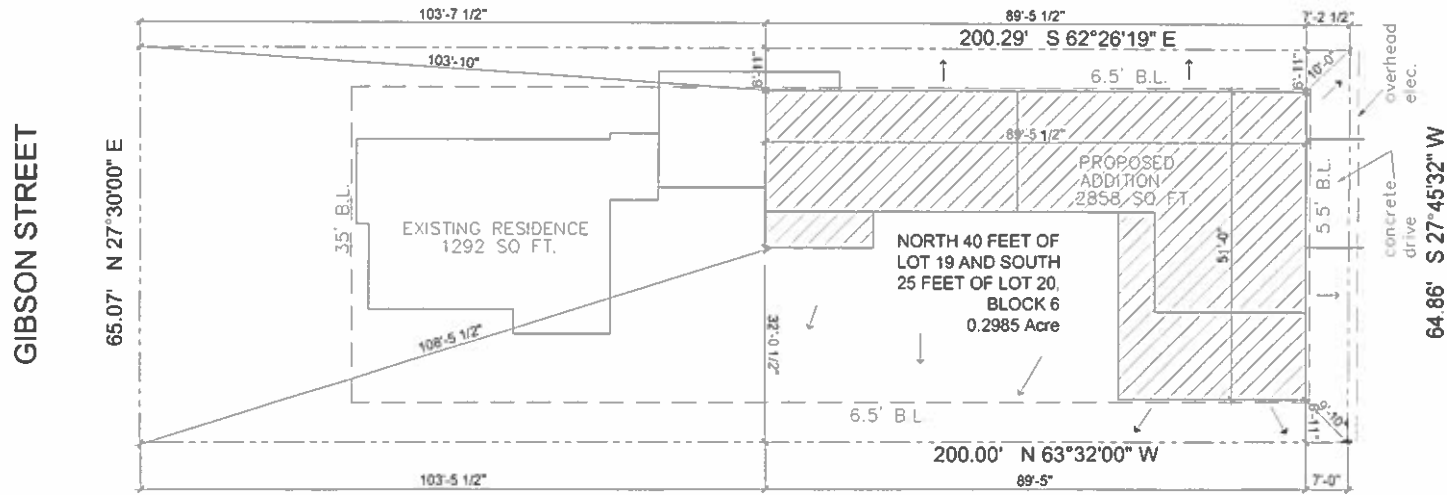
Marth Family

732 N. Gibson Street

Waxahachie, TX 75165

(18)

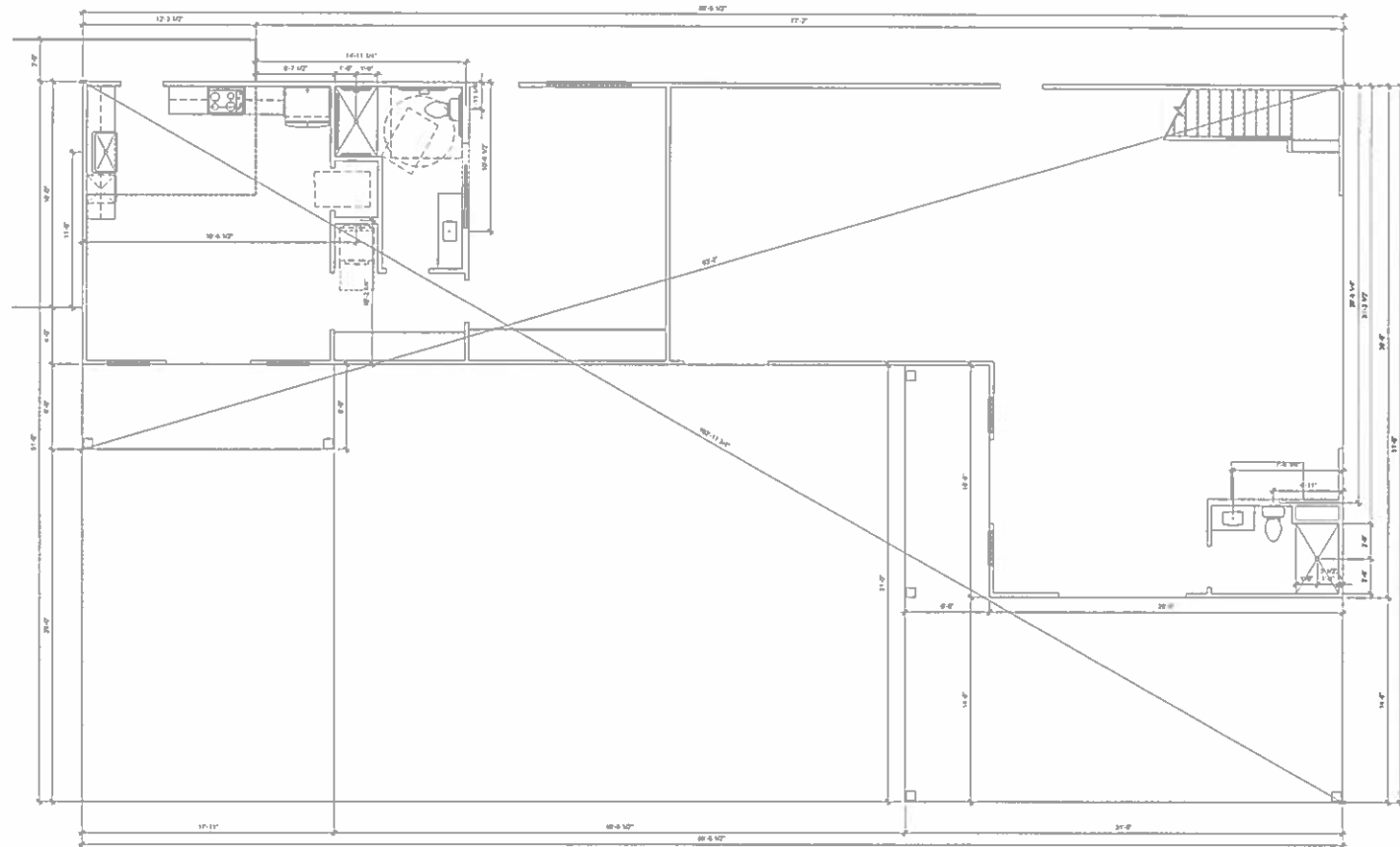
EXHIBIT C - SITE PLAN



1.0 Site Plan

Scaled at 1/20 on 11" x 17"

EXHIBIT D - FLOORPLAN



SCALE AS NOTED

24"X36" PRINTS ARE 1/4" = 1'-0"

*UNLESS SPECIFIED OTHERWISE

FPO.0

[illegible]

2026
CREATOR
R Ean
DATE
2/12/26

Marr Residence
732 n. Gibson Street
N. 40' of Lot 19 & S. 25' of Lot 20 Block 6
City of Waxahachie, Ellis County, Texas

P.O. Box 1480
Midlothian, Texas 76065
972-351-0848
rich@thestudioEdesign.com



DESIGN ORGANIZATION

(8)

EXHIBIT D FLOORPLAN

- The accessory structure shall not be used as a primary dwelling.
- The accessory structure shall not be used for commercial purposes.
- The accessory structure shall not be leased or sold separately from the primary residence.
- The accessory structure shall not be used as a short-term rental or separately metered from the primary structure.

*Adjustment planning to correct to existing plumbing

EXISTING SLAB FOOTPRINT

SQUARE FOOTAGE	
1ST FLOOR	835
2ND FLOOR (STORAGE ONLY)	912
TOTAL CONDITIONED AREA	835
CARPORT STORAGE	1367
COVERED PATIO (REAR)	249
COVERED PORCH (FRONT)	107
TOTAL UNDECK ROOF	2770
SLAB AREA	2858

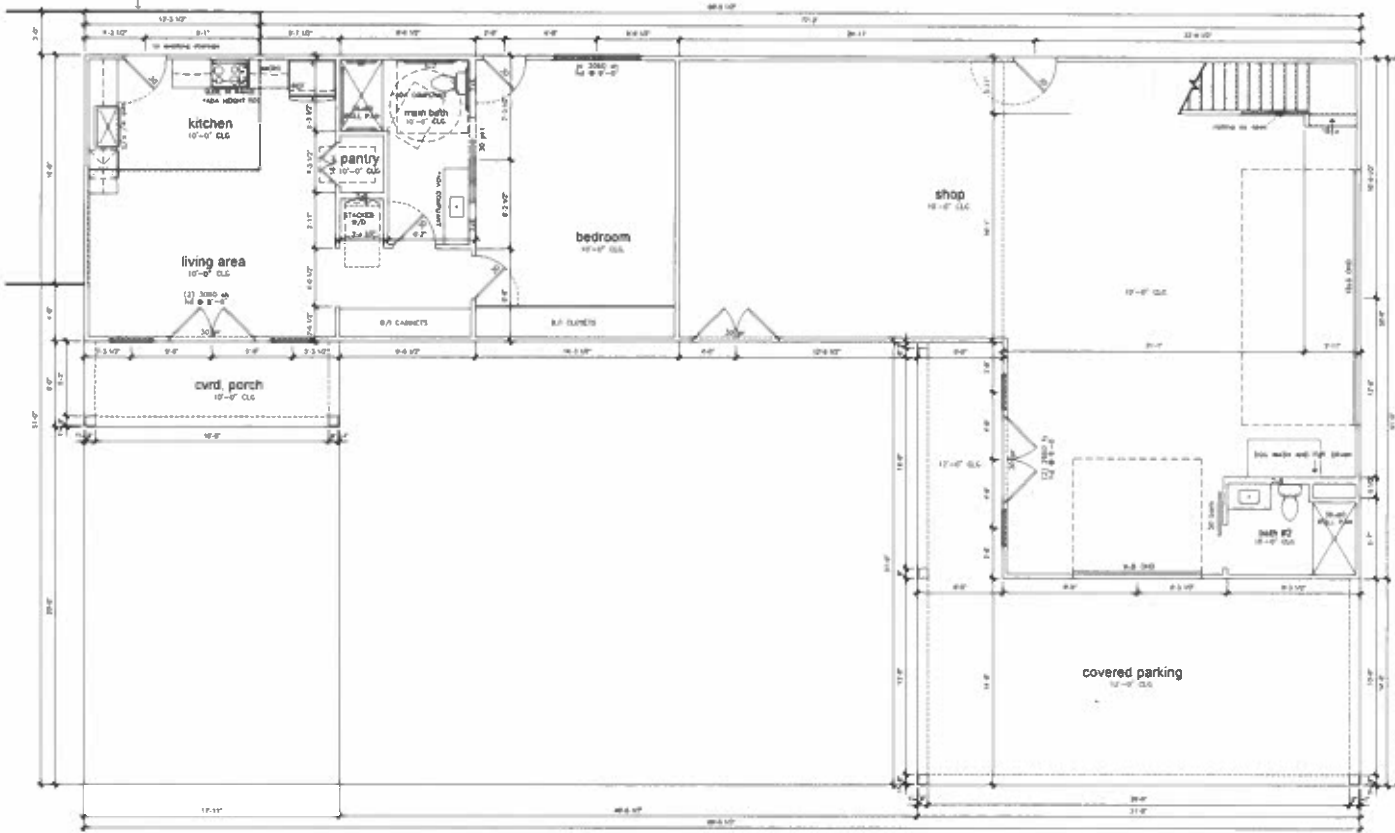
GENERAL FLOOR PLAN NOTES:	
1st STORY	
TYP. STUD WALLS ARE 2x4'S DIMENSIONED 4" OTHERS AS DIMENSIONED BRICK B/LR STONE VENEER IS 8 1/2"	
**ALL PLUMBING WALLS TO BE A MIN OF 2X8 U.N.O	
DOORS REFER TO COMMUNITY SPECS OR CONTRACT DOCUMENTS FOR REQ. DOOR HEIGHTS	
WINDOWS INSTALL ALL 1ST FLR. WINDOWS WITH HEADS AT 8'-0" AFF U.N.O	
SHOWERS SHOWER HEAD TO BE INSTALLED @ 8'-6" MEASURED FROM PLATE SHOWER CONTROLS TO BE LOCATED WITHIN A 3'-0" RADIUS U.N.O	
TYP. 1ST FLR. EL. = 0'-0" (U.N.O)	

1 | Floor Plan

SCALE AS NOTED

24"X36" PRINTS ARE 1/4" = 1'-0"

UNLESS SPECIFIED OTHERWISE



FP1.0

THESE PLANS ARE OFFERED TO THE PUBLIC FOR REVIEW AND COMMENT. THE PLANS ARE NOT TO BE USED FOR CONSTRUCTION WITHOUT THE WRITTEN CONSENT OF THE ARCHITECT. THE ARCHITECT ASSUMES NO LIABILITY FOR ANY DAMAGE TO PERSONS OR PROPERTY ARISING FROM THE USE OF THESE PLANS. THE ARCHITECT'S LIABILITY IS LIMITED TO THE PROFESSIONAL FEE AND THE COST OF REVISIONS. THE ARCHITECT'S LIABILITY DOES NOT EXTEND TO ANY OTHER MATTER. THE ARCHITECT'S LIABILITY IS LIMITED TO THE PROFESSIONAL FEE AND THE COST OF REVISIONS. THE ARCHITECT'S LIABILITY DOES NOT EXTEND TO ANY OTHER MATTER.

2026
CREATOR
R. E. M.
DATE
2/12/26

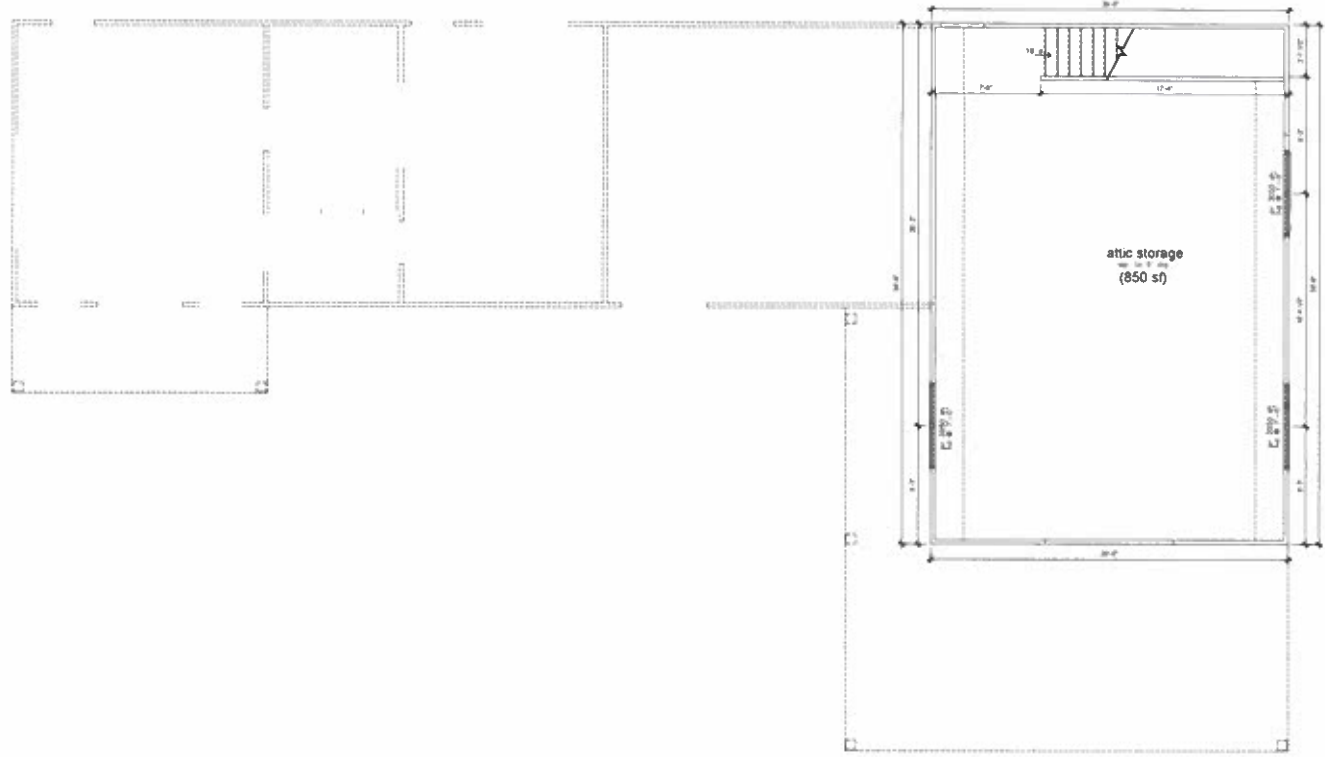
Marth Residence
732 n. Gibson Street
N. 40' of Lot 19 & S. 25' of Lot 20 Block 6
City of Waxahatchie, Ellis County, Texas

P.O. Box 1480
Midlothian, Texas 76065
972-351-0848
STUDIO E DESIGN GROUP
rich@thestudioEdesign.com

(18)

EXHIBIT D FLOORPLAN

2 | Floor Plan



SCALE AS NOTED

24"x36" PRINTS ARE 1/4" = 1'-0"

*UNLESS SPECIFIED OTHERWISE



P.O. Box 1480
Midoloth, Texas 76065
972-351-0848
rich@studioEdesign.com

Marth Residence

732 n. Gibson Street
N. 40' of Lot 19 & S. 25' of Lot 20 Block 6
City of Waxahachie, Ellis County, Texas

2026

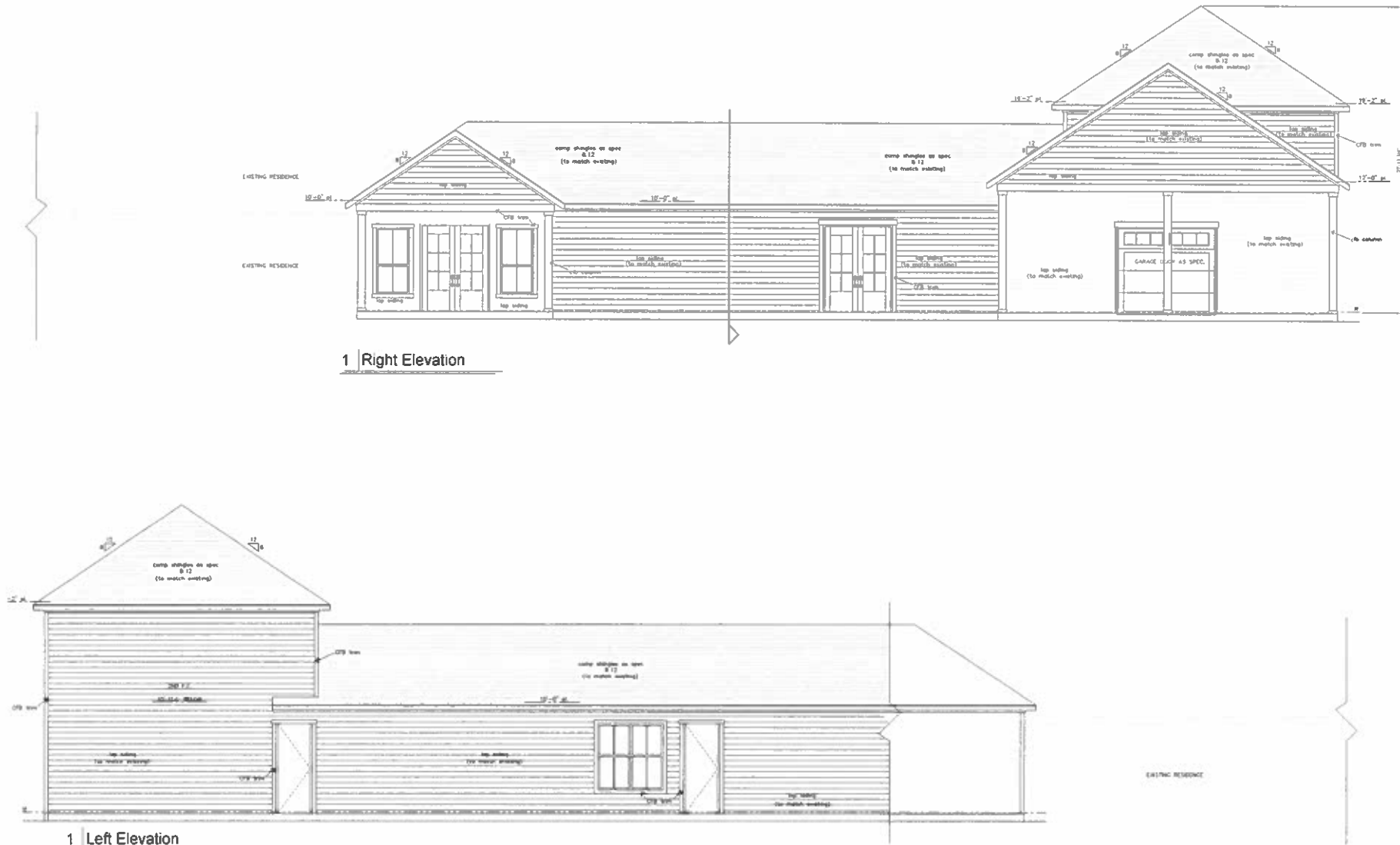
CREATOR
R. E. E. A.
DATE
2/12/26

These Plans are prepared by Studio E Design, Inc. for the purpose of obtaining a building permit. They are not to be used for any other purpose without the written consent of Studio E Design, Inc. The user of these plans assumes all liability for the accuracy and completeness of the information contained herein. Studio E Design, Inc. is not responsible for any errors or omissions in these plans.

FP2.0

(8)

EXHIBIT E - ELEVATION & FACADE PLAN



ELEV1

THESE PLANS ARE PREPARED TO MEET THE MINIMUM REQUIREMENTS OF THE TEXAS CONSTRUCTION STANDARDS ACT. THE ARCHITECT MAKES NO WARRANTY, REPRESENTATION OR GUARANTEE, EXPRESS OR IMPLIED, AS TO THE ACCURACY, COMPLETENESS OR SUITABILITY OF THESE PLANS FOR ANY PARTICULAR PURPOSE. THE USER OF THESE PLANS SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR THE ACCURACY OF THE INFORMATION PROVIDED BY OTHERS. THE ARCHITECT SHALL NOT BE RESPONSIBLE FOR ANY CONSTRUCTION DEFECTS OR FOR ANY DAMAGE TO PERSONS OR PROPERTY ARISING OUT OF THE USE OF THESE PLANS. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR THE ACCURACY OF THE INFORMATION PROVIDED BY OTHERS. THE ARCHITECT SHALL NOT BE RESPONSIBLE FOR ANY CONSTRUCTION DEFECTS OR FOR ANY DAMAGE TO PERSONS OR PROPERTY ARISING OUT OF THE USE OF THESE PLANS.

2026
CREATOR
R. E. M.
DATE
2/12/26

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City of Waxahachie, Ellis County, Texas

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STUDIO E
DESIGN

(8)

EXHIBIT E - ELEVATION & FACADE PLAN



(8)

EXHIBIT E - ELEVATION & FACADE PLAN



(18)

EXHIBIT E - ELEVATION & FACADE PLAN



(8)

EXHIBIT E - ELEVATION & FACADE PLAN



Planning & Zoning Department

Zoning Staff Report

(9)

Case: ZDC-68-2026



MEETING DATE(S)

Planning & Zoning Commission:

July 14, 2026

City Council:

August 3, 2026

CAPTION

Public Hearing on a request by Linda Lewis for a **Specific Use Permit (SUP)** for multiple Accessory Structures area within a Future Development (FD) zoning district located at 3339 Howard Road (Property ID 263578) – Owner(s): Steven & Linda Lewis (ZDC-68-2026)

RECOMMENDED MOTION

"I move to approve ZDC-68-2026, a Specific Use Permit (SUP) for Accessory Structures exceeding 1,000 square feet in combined floor area use, subject to the conditions the staff report, authorizing the Mayor and/or City Manager to execute all documents accordingly."

ACTION SINCE INITIAL STAFF REPORT

At the Planning & Zoning Commission meeting held on July 14, 2026, the Commission voted 5-0 to recommend approval of case number ZDC-68-2026, subject to the conditions of the staff report with the additional condition that the masonry elevation would be utilized for this development.

APPLICANT REQUEST

The Applicant requests a specific use permit for Accessory Structures exceeding 1,000 square feet in combined floor area use.

CASE INFORMATION

Applicant:

Linda Lewis

Property Owner(s):

Steven & Linda Lewis

Site Acreage:

1.516 acres

Current Zoning:

Future Development (FD)

Requested Zoning:

FD with a Specific Use Permit (SUP) for Accessory Structures exceeding 1,000 square feet in combined floor area use

SUBJECT PROPERTY

General Location:

3339 Howard Road

Parcel ID Number(s):

263578

Existing Use:

Residential use

Development History:

The subject property is platted as Lot 9 of the Waxahachie Lake Estates Section One Addition.

(a)

Adjoining Zoning & Uses:

Direction	Zoning	Current Use
North	FD	Single-Family Residence
East	FD	Single Family Residence
South	FD	Single Family Residence
West	RR	Single Family Residence

Future Land Use Plan:

Rural Estate

Comprehensive Plan:

This placetype is characterized by large lots with single-family homes in rural settings away from the city center as well as public services. This type of development leaves ample amount of surrounding open space, and should involve minimal infrastructure investment. Though this placetype will almost exclusively be single family homes, it is to be expected that home-based businesses may thrive in this environment.

Thoroughfare Plan:

The primary access to the subject property is from Howard Rd, a Minor Arterial (100' right-of-way) on the Thoroughfare Plan.

Site Image:



PLANNING ANALYSIS

The Applicant requests a Specific Use Permit (SUP) for multiple Accessory Structures exceeding 1,000 square feet in combined floor area use at 3339 Howard Road. Per the City of Waxahachie Zoning Ordinance, accessory structures exceeding 1,000 square feet in combined floor area require a SUP to be approved by City Council. Additionally, the Waxahachie Zoning Ordinance, properties greater than one acre in size, a third or more accessory structures may be permitted, regardless of the size of the structures, through the approval of an SUP.

(9)

Planning Analysis continued:

The subject property has five (5) existing accessory structures used for general storage, a carport, a cabana, a greenhouse, and a playhouse that totals approximately 99 square feet in size, with an additional new 160 square foot accessory structure used for general storage; making the total combined accessory structure building footprint approximately 1,129 square feet. The number of existing accessory structures are consistent with adjacent properties and the rural setting along Howard Road.

It should be noted that some of the current accessory structures that are present on the site did not receive proper permitting through the Building and Community Services Department. The existing 682 square foot carport and the existing 160 square foot shed each receive permits under a previous address known as 3339 FM 877 (which is now 3339 Howard Road). If in the event the SUP is approved, the applicant would have to receive proper permitting for each structure that requires a building permit, which are accessory structures that are exceeding 120 square feet in size.

Proposed Use:

According to the Ellis County Appraisal District, the subject property currently has an existing primary structure of approximately 2,638 square feet. The newest proposed accessory structure is a fully enclosed shed that is approximately 160 square feet in size. The accessory structure features an exterior façade that is consistent with the existing accessory structures in the surrounding area. The proposed accessory structure will be utilized solely as a storage area. No vehicles or heavy equipment will be stored in the structure; thus, a driveway is not required. The location of the proposed accessory structure meets the typical setback requirements of the City of Waxahachie Zoning Ordinance.

According to the applicant's Operational Plan, no plumbing or electrical work is being proposed for the accessory structure; and no paved flooring is being proposed as well, with the accessory structure being a prefabricated building. The property owners have confirmed to Staff that the structure will not be used as a dwelling or short-term rental and will not be separately sold or leased from the existing primary structure.

PUBLIC NOTIFICATIONS

To comply with State law contained in Local Government Code Chapter 211 and the City's public hearing notice requirements, 17 notices were mailed to property owners within 200 feet of the request. In addition, a notice was published in the Waxahachie Daily Light, and a sign was visibly posted at the property.

PUBLIC NOTIFICATION RESPONSES

Staff has received one (1) letter of support and one (1) letter of opposition.

RECOMMENDATION

Based on the details provided in this Staff Report and the present status of the documents associated with the request, the Planning Department recommends approval of the SUP, subject to the conditions listed below.

Conditions:

1. The accessory structure shall not be used as an accessory dwelling or Short-Term Rental without a Specific Use Permit approved by City Council.
2. The accessory structure shall not be used for commercial purposes.
3. The accessory structure shall not be leased or sold separately from the primary residence and shall not be separately metered.
4. All existing accessory structures that are unpermitted shall obtain all necessary permits from the City of Waxahachie Building & Community Services Department prior to the permitting and construction of the newest accessory structure.

(9)

ATTACHED EXHIBITS

1. Property Owner Notification Responses
2. SUP Ordinance
3. Location Map (Exhibit A)
4. Survey (Exhibit B)
5. Operational Plan (Exhibit C)
6. Elevation/Façade Plan (Exhibit D)

STAFF CONTACT INFORMATION

Prepared by:

Caleb Ensley

Planner

censley@waxahachietx.gov

Reviewed by:

Trenton Robertson, AICP

Director of Planning

trobertson@waxahachietx.gov

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



Scan for additional information.

(9)

Case Number: ZDC-68-2026

City Reference: 201920

Your response to this notification is optional. If you choose to respond, please return this form by 5:00 P.M. on July 13, 2026 to ensure inclusion in the Agenda Packet. Forms can be e-mailed to planning@waxahachietx.gov or you may drop off/mail your form to City of Waxahachie, Attention: Planning, 408 S Rogers Street, Waxahachie, TX 75165.

☐ SUPPORT☒ OPPOSE

Comments:

This location backs up to my property and
Since no "intended use" is cited for this SUP,
We oppose this accessory structure,
Vicki Kunke, Patrick Kunke

Signature

Date

Vicki Kunke, PATRICK KUNKE
 Printed Name and Title

Address

241 Ash Dr, Waxahachie,
TX 75165

(9)

Case Number: ZDC-68-2026

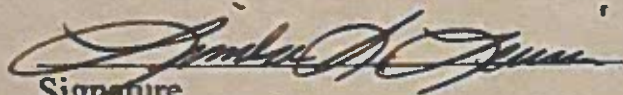
City Reference: 263578

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☒ SUPPORT

☐ OPPOSE

Comments: The lot is $1\frac{1}{2}$ acres. The current shed is too confined. This 10 x 16 shed is needed to separate the lawn mowers, gas equipment and canisters, fertilizers, paint, etc from household storage and boxes.


Signature

Linda S. Lewis
Printed Name and Title

6/24/2026
Date

3339 FM 877 Waxahachie, TX
Address
75165

(a)

Case # ZDC 000068-2026

3339 Howard Rd. Waxahachie, TX 75165

Existing Accessory Structures Pics. I have permits for structures on this property since 2016.



1. Play house 5x6 with tunnel slide (No permit required)



2. 2 car Carport with Storage Permit # ACC -16-03576)



3. Cabana - 10 x 16 portable/movable on skids. No electrical or plumbing. Not a dwelling and not attached to the ground. (Generally exempt from standard permitting if under 200 sq ft.)



4. Greenhouse 8 x 10 (No permit required.)



5. Shed 10 x 16 (Permit # ACC-16-03222.)

Proof of permits and communication: (9)



Accessory Building

Construction working hours are 8:00 am to 10:00 pm

Phone: 817.899.1020 Inspection Request Line: 817.899.1011 Fax: 817.899.1013

Job Address: 3339 Elm 877	Permit Number: ACB-16-05222	Issue Date: August 29, 2016
Subdivision:	Project Name:	
Lot: Block	Square Feet:	Building/Permit Fee: \$50.00
Description: 10x16 shed	Valuation: \$ 1,000.00	Water Impact Fee:
		Sewer Impact Fee:
		Roadway Impact Fee:
		Total Fees Paid: \$50.00
Contractor: Owner Contractor	Owner:	

*****NOTE*****

Separate permits are required for electrical, plumbing, and mechanical work.

All Provisions of laws and ordinances governing this type of work must be complied with whether specified herein or not. The granting of a permit does not presume to give authority to violate or cancel the provisions of any other federal, state or local law regulating construction or the performance of construction.

This permit becomes void if work or construction authorized is not commenced within 180 days, or construction work is suspended or abandoned for a period of 180 days at any time after work is commenced.

The City of Waxahachie has franchised solid waste and recycling collection and disposal with HSN. By contract, they are the only company permitted to collect and dispose of solid waste and recyclables in the territorial jurisdiction of the City of Waxahachie. For pricing information and to set up collection services call HSN at 972-923-9661.

City of Waxahachie - BHS Rogers - Waxahachie, TX 75165 - www.waxahachie.com

Page 1 of 1

Home Mail Search Home Sports Events Community About Privacy Policy

2A2016-53 Accessory Building (10x16)

Stream Email: 10/12/2016 10:10 AM

Stream Email: 10/12/2016 10:10 AM

Forwarded from "Steven Lewis" Date: Sep 22, 2016 10:10 PM Subject: 2A2016-53 Accessory Building (10x16)

Forwarded from "Wright Denning" Date: Sep 22, 2016 10:42 AM Subject: 2A2016-53 Accessory Building (10x16)

Mr Lewis,

The review for your case has been completed and the Case Manager has determined that an SUT will not be needed for your accessory building (see attached comment sheet).

Our office will process a full refund in the amount of \$150.00.

At this time, you can contact the Building Inspection Department for permitting. 1-817-899-1011

Denning Wright

2 Attachments: 2A2016-53.pdf

9/26/2016 7:33 AM



Accessory Building

Construction working hours are 8:00 am to 10:00 pm

Phone: 817.899.1020 Inspection Request Line: 817.899.1011 Fax: 817.899.1013

Job Address: 3339 Elm 877	Permit Number: ACB-16-05576	Issue Date: October 12, 2016
Subdivision:	Project Name:	
Lot: Block	Square Feet:	Building/Permit Fee: \$50.00
Description: 2 car wide storage shed, used and looks to match modern ranch house existing standards (Houston Homes) 12 x 22	Valuation: \$ 0,000.00	Water Impact Fee:
		Sewer Impact Fee:
		Roadway Impact Fee:
		Total Fees Paid: \$50.00
Contractor: Owner Contractor	Owner:	

*****NOTE*****

Separate permits are required for electrical, plumbing, and mechanical work.

All Provisions of laws and ordinances governing this type of work must be complied with whether specified herein or not. The granting of a permit does not presume to give authority to violate or cancel the provisions of any other federal, state or local law regulating construction or the performance of construction.

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City of Waxahachie - BHS Rogers - Waxahachie, TX 75165 - www.waxahachie.com

Page 1 of 1

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING A SPECIFIC USE PERMIT (SUP) TO PERMIT ACCESSORY STRUCTURES EXCEEDING 1,000 SQUARE FEET IN COMBINED FLOOR AREA USE WITHIN A FUTURE DEVELOPMENT (FD) ZONING DISTRICT, LOCATED AT 3339 HOWARD ROAD, BEING PROPERTY ID 263578, IN THE CITY OF WAXAHACHIE, ELLIS COUNTY, TEXAS, BEING LOT 9 OF THE WAXAHACHIE LAKE ESTATES SECTION ONE ADDITION, AND ORDERING THE CHANGING OF THE ZONING MAP THEREOF IN ACCORDANCE WITH SAID CHANGE.

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

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

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

WHEREAS, a proper application for a SUP has been made in accordance with the zoning ordinances in the City of Waxahachie and said application has been assigned case number ZDC-68-2026. Said application having been referred to the Planning and Zoning (P&Z) Commission, was recommended by the P&Z Commission for approval and the issuance thereof; and

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

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

NOW, THEREFORE, this property is rezoned from FD to FD, with a SUP in order to permit Accessory Structures Exceeding 1,000 Square Feet in Combined Floor Area use on the following property: Lot 9 of the Waxahachie Lake Estates Section One Addition, which is shown on Exhibit A, in accordance with the Survey attached as Exhibit B, the Operational Plan attached as Exhibit C, and Elevations/Façade Plan as Exhibit D.

SPECIFIC USE PERMIT

Purpose and Intent

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

Specific Use Permit

FOR THE OPERATION OF A SPECIFIC USE PERMIT FOR ACCESSORY STRUCTURES EXCEEDING 1,000 SQUARE FEET IN COMBINED FLOOR AREA USE IN A FUTURE DEVELOPMENT (FD) ZONING DISTRICT; the following standards and conditions are hereby established as part of this ordinance:

1. The accessory structure shall not be used as a dwelling without a Specific Use Permit that has been approved by City Council.
2. The accessory structure shall not be used as a short-term rental without a Specific Use Permit that has been approved by City Council.
3. The accessory structure shall not be used for commercial purposes.
4. The accessory structure shall not be leased or sold separately from the primary residence and shall not be separately metered.
5. All accessory structures, including the structures that have been constructed without proper permits, shall obtain all necessary permits from the City of Waxahachie Building and Community Services Department. The newest accessory structure cannot be constructed until a building permit has been issued.
6. The accessory structure shall obtain all necessary permits from the City of Waxahachie Building and Community Services Department before constructing the accessory structure.
7. Development on the subject property shall adhere to the following exhibits approved by the City Council: Exhibit A - Location Map, Exhibit B – Survey, Exhibit C – Operational Plan, Exhibit D – Elevations/Façade Plan.
8. The development shall maintain compliance with all Federal, State and Local regulations; including, but not necessarily limited to, all applicable standards and regulations of the City of Waxahachie Municipal Code and City of Waxahachie Zoning Ordinance.
9. Any zoning, land use requirement, or restriction not contained within this Zoning Ordinance as approved by City Council, shall conform to those requirements and/or standards prescribed in Exhibits B – Survey, Exhibit C – Operational Plan and Exhibit D –Elevations/Façade Plan. Where regulations are not specified in Exhibits B and C, or this Zoning Ordinance, the regulations of the Future Development (FD) Zoning District shall apply to this development.
10. City Council shall have the right to review the Specific Use Permit at any point, if needed.

Compliance

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

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

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

PASSED, APPROVED AND ADOPTED on this 3rd day of August, 2026.

MAYOR

ATTEST:

City Secretary

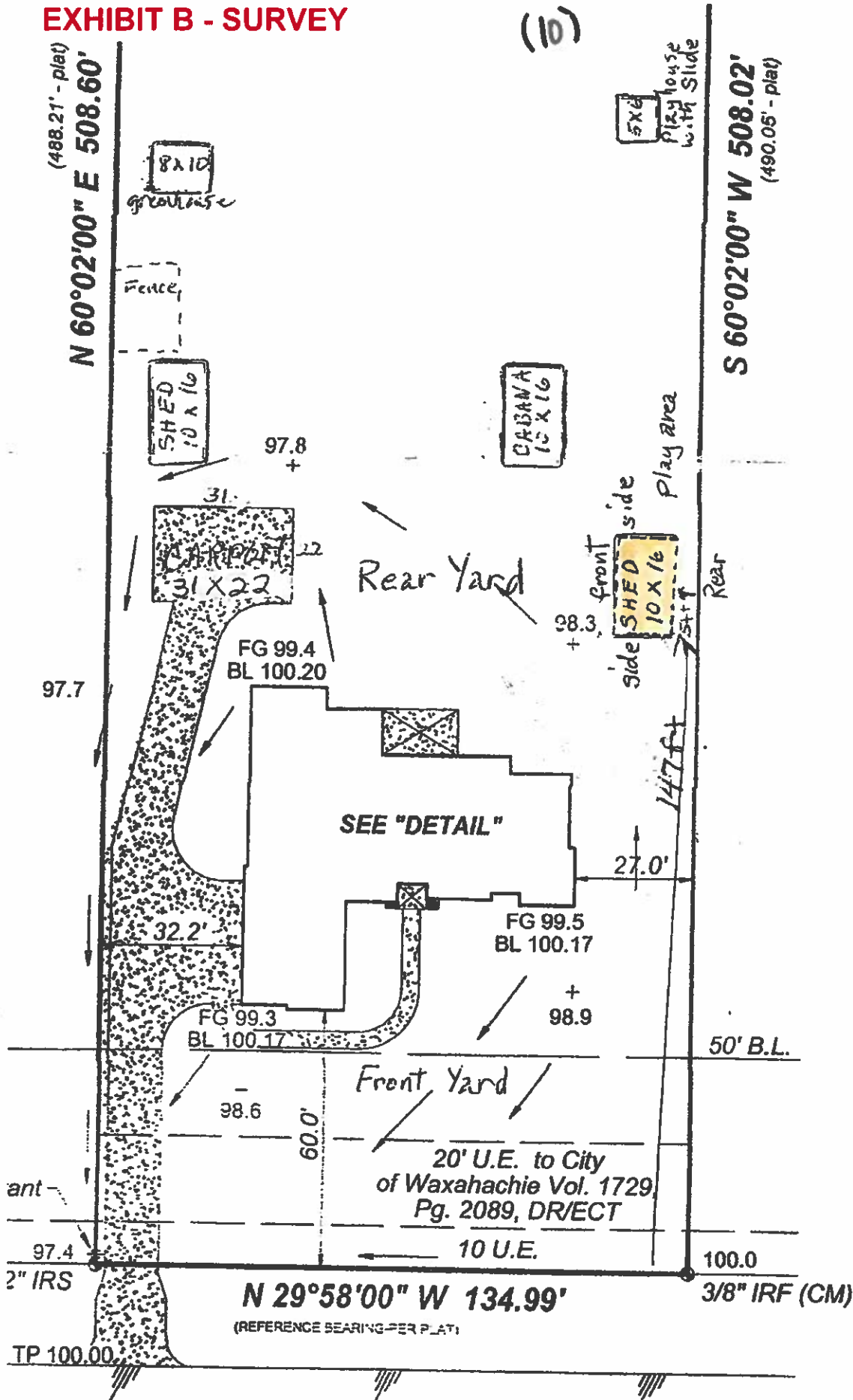
(10)

EXHIBIT A - LOCATION MAP



EXHIBIT B - SURVEY

(10)



3339 **F.M. 877** or Howard Rd.

(80' R.O.W. by plat and as measured on ground)

(10)

Operational Plan addition: **EXHIBIT C - OPERATIONAL PLAN**

This is case # ZDC 000068-2026, location 3339 Howard Road, Waxahachie, TX 75165.

The structural use of the shed and maximum height is stated below.

This shed is 10 x16. It is a wood structure with outside siding painted in almond color. It is STRICTLY used for storage and not for use as a living quarters. This shed is not for lease.

The shed's apex or highest point where the two slopes meet in the roof is 11 feet. It is not taller than the existing height of the house which is 35 feet. The shed is to be placed 147 feet into the rear yard, 5 feet from the side property line. The front or door of the shed faces inward. The shed would be placed on concrete bricks for leveling. The front, rear, and sides are shown on the site plan.

(The shed is sketched in yellow on the site plan.)

EXHIBIT D - ELEVATIONS/FACADE PLAN (10)

- IMAGE SHEET Order Number: 3YHQ5LN2-8





Memorandum

To: Honorable Mayor and City Council

From: Ricky Boyd, City Manager *RB*

Thru: NA

Date: August 3, 2026

Re: Guaranteed Maximum Price (GMP) Contract for the City's Central Offices

Recommended Motion: "I move to approve a contract with Key Construction for the reconstruction of the City's Central Offices located at 820 Ferris Avenue for the Guaranteed Maximum Price of \$11,995,085 and authorize the Mayor and/or City Manager to execute all documents."

Item Description: A contract with Key Construction for the reconstruction of the City's Central Offices located at 820 Ferris Avenue for the GMP of \$11,995,085.

Item Summary: Key Construction, the Construction Manager at Risk (CMAR), recently performed a thorough bid process to secure the subcontractors needed for the reconstruction of the City's Central Offices located at 820 Ferris Avenue. On July 14, 2026, Key Construction provided staff with an Initial GMP of \$12,242,930. On July 21, 2026, staff met with Key Construction and RBDR (the architect for the project) to perform a value engineering exercise. As a result of this process, Key Construction has delivered a Final GMP of \$11,995,085.

Staff recommends approval of a Final GMP contract for \$11,995,085 with Key Construction to reconstruct the City's Central Offices.

Fiscal Impact: The proposed Final GMP in the amount of \$11,995,085 is included in the 2026 bond issuance that is being presented tonight.

(12)



Memorandum

To: Honorable Mayor and City Council

From: Chad Tustison, Senior Director of Finance

Thru: Ricky Boyd, City Manager *RB*

Date: August 3, 2026

Re: Consider and adopt an Ordinance providing for the issuance
Certificates of Obligation; and ordaining other matters relating to
the subject.

Recommended Motion: "I move to approve an ordinance authorizing the issuance of City of Waxahachie, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2026; establishing procedures and delegating authority for the sale and delivery of the Certificates; providing an effective date; and enacting other provisions relating to the subject.

Item Description: This action approves an ordinance authorizing the issuance of Certificates of Obligation to fund various capital projects in the City's Capital Improvement Plan (CIP).

Item Background: The Capital Improvement Program (CIP) describes the City's large multi-year capital projects which provide new or improved City infrastructure, and comprises of projects for streets, sidewalks and drainage; park improvements; water and wastewater utilities; and municipal facilities. The CIP is funded through multiple funding sources, including proceeds from bond issuances, operating funds, and development impact fees.

On April 14, 2026, at the City Council Worksession, staff presented the CIP – updated annually – along with strategies to fund various capital projects for the upcoming year. As part of this overall strategy, the CIP includes the

issuance of certificates of obligation to fund a portion of these projects. The total bond issuance is \$35.3 million and consists of the construction of a Fire Station, an administration building, and water projects. These projects would be funded through the ad valorem tax rate, and water utility fees.

On June 1, 2026, City Council passed a resolution to approve the publication of notice of intention to issue certificates of obligation. This was the first formal step to begin the process of issuing bonds to fund these facilities and water capital projects. Required notices were published in the newspaper in June. Additionally, staff worked with the City's Financial Advisor and Bond Counsel to prepare the Preliminary Official Statement and other required information, and met with bond rating agencies.

Fiscal Impact: The City utilizes certificates of obligation to fund capital projects throughout the City as part of its Capital Improvement Program funding strategy. The debt service required to fund these projects are accounted for in current budget projections and would not require an increase in the total ad valorem tax rate. The water projects would be funded through water fees.

CERTIFICATE FOR ORDINANCE

THE STATE OF TEXAS
COUNTY OF ELLIS
CITY OF WAXAHACHIE

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

1. The City Council of said City convened in Regular Meeting on August 3, 2026, at the designated meeting place, and the roll was called of the duly constituted officers and members of said City Council, to wit:

Billie Wallace, Mayor
Travis Smith, Mayor Pro Tem
Tres Atkins, Member
Patrick Souter, Member
Chris Wright, Member

Amber Villarreal, City Secretary

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

ORDINANCE PROVIDING FOR THE ISSUANCE OF CITY OF WAXAHACHIE, TEXAS, COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2026; LEVYING AN ANNUAL AD VALOREM TAX AND PROVIDING FOR THE SECURITY FOR AND PAYMENT OF SAID CERTIFICATES; APPROVING THE OFFICIAL STATEMENT; AND ORDAINING OTHER MATTERS RELATING TO THE SUBJECT

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

AYES: _____ NOES: _____ ABSTAIN: _____

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

(12)

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

SIGNED AND SEALED ON AUGUST 3, 2026.

City Secretary,
City of Waxahachie, Texas

Mayor,
City of Waxahachie, Texas

(CITY SEAL)

ORDINANCE NO. _____

ORDINANCE PROVIDING FOR THE ISSUANCE OF CITY OF WAXAHACHIE, TEXAS, COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2026; LEVYING AN ANNUAL AD VALOREM TAX AND PROVIDING FOR THE SECURITY FOR AND PAYMENT OF SAID CERTIFICATES; APPROVING THE OFFICIAL STATEMENT; AND ORDAINING OTHER MATTERS RELATING TO THE SUBJECT

WHEREAS, on June 1, 2026, the City Council of the City of Waxahachie (the "City" or the "Issuer") passed a resolution authorizing and directing notice of its intention to issue certificates of obligation in a maximum principal amount of \$69,300,000 with such notice to be published in a newspaper as required by Section 271.049 of the Texas Local Government Code ("Section 271.049"); and

WHEREAS, a notice was published in the *Waxahachie Daily Light*, a "newspaper" of the type described in Section 2051.044 of the Texas Government Code, as required by Section 271.049, on June 13, 2026 and June 20, 2026; and

WHEREAS, said notice stated that the City Council of the City tentatively proposed to adopt an ordinance authorizing the issuance of the certificates of obligation at a regular meeting to commence at 7:00 o'clock, p.m., on the 3rd day of August, 2026 and

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

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

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

Section 1. AUTHORIZATION OF CERTIFICATES OF OBLIGATION. That the City's certificates of obligation, to be designated the "City of Waxahachie, Texas Combination Tax and Revenue Certificate of Obligation, Series 2026" (the "Certificates"), are hereby authorized to be issued and delivered in an aggregate principal amount of \$[] for the purpose of paying contractual obligations to be incurred by the City for the following purposes, to-wit: (i) the construction, renovation, improvement and equipment of existing municipal buildings that include administrative offices, public safety facilities and other facilities of the City including, but not limited, for the emergency management, municipal court, utility and fire departments; (ii) the construction, renovation, improvement and equipment of buildings, facilities and public safety facilities for the fire department including, but not limited to, the relocation of a fire station; (iii) constructing and improving streets, including related sidewalks, cycle paths, signage and signalization, landscaping, streetscaping, drainage, utility line relocations and the acquisition of land and rights-of-way therefor; (iv) the construction of improvements and extensions to the City's water and wastewater systems; and (v) the payment of fiscal, engineering and legal fees incurred in connection therewith.

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

Section 2. DATE, DENOMINATIONS, NUMBERS, MATURITIES, AND INTEREST RATES. That the Certificates shall initially be issued, sold, and delivered hereunder one fully registered Certificate, without interest coupons, dated the Date of Delivery (as hereinafter defined), in the aggregate principal

amount stated above, numbered T-1 (the "Initial Certificate"), with Certificates issued in replacement thereof being in the denominations and principal amounts hereinafter stated and numbered consecutively from R-1 upward, payable to the respective registered owner thereof (with the Initial Certificate being made payable to the underwriters (the "Underwriters") as described in Section 22 hereof), or to the registered assignee or assignees of the Certificates or any portion thereof (in each case, the "registered owner") in the manner provided and on the dates stated in the FORM OF CERTIFICATE, and shall mature on August 1 in each of the years in the principal amounts, respectively, bearing interest from the Date of Delivery to their respective dates of maturity or redemption prior to maturity at the rates per annum, as set forth in the following schedule:

<u>Year (August 1)</u>	<u>Principal Amount (\$)</u>	<u>Interest (%)</u>
2027		
2028		
2029		
2030		
2031		
2032		
2033		
2034		
2035		
2036		
2037		
2038		
2039		
2040		
2041		
2042		
2043		
2044		
2045		
2046		

Section 3. REDEMPTION. (a) *Optional Redemption*. That the City reserves the right to redeem the Certificates maturing on and after August 1, 2036, in whole, or in part, in denominations of \$5,000 or any integral multiple thereof (an "Authorized Denomination"), on August 1, 2035, or on any date thereafter, at the redemption price of par plus accrued interest thereon to the date fixed for redemption. If less than all of the Certificates are to be redeemed by the City, the City shall determine the maturity or maturities and the amounts thereof to be redeemed and shall direct the Paying Agent/Registrar (hereinafter defined) to call by lot Certificates, or portions thereof, within such maturity or maturities and in such principal amounts, for redemption; provided that during any period in which ownership of the Certificates is determined only by a book entry at a securities depository for the Certificates, if fewer than all of the Certificates of the same maturity and bearing the same interest rate are to be redeemed, the particular Certificates of such maturity and bearing such interest rate shall be selected in accordance with the arrangements between the City and the securities depository. The City shall notify the Paying Agent/Registrar at least forty-five (45) days prior to the scheduled redemption date that a redemption of the Certificates is to be effected.

[(b) *Mandatory Sinking Fund Redemption*. The Certificates are not subject to mandatory sinking fund redemption prior to their scheduled maturities.]

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

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

Section 4. CHARACTERISTICS OF THE CERTIFICATES. (a) *Registration of Certificates.* That the Issuer shall keep or cause to be kept at the designated corporate trust office of The Bank of New York Mellon Trust Company, N.A., or such other bank, trust company, financial institution, or other agency named in accordance with the provisions of subsection (g) of this Section (the "Paying Agent/Registrar"), books or records for the registration and transfer of the Certificates (the "Registration Books"), and the Issuer hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such transfers and registrations under such reasonable regulations as the Issuer and the Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such transfers and registrations as herein provided. The place of payment so designated by the Paying Agent/Registrar shall be referred to herein as the "Designated Trust Office" of the Paying Agent/Registrar. It shall be the duty of the Paying Agent/Registrar to obtain from the registered owner and record in the Registration Books the

address of the registered owner of each Certificate to which payments with respect to the Certificates shall be mailed, as herein provided. The Issuer or its designee shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar at its Designated Trust Office, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. Registration of each Certificate may be transferred in the Registration Books only upon presentation and surrender thereof to the Paying Agent/Registrar at its Designated Trust Office for transfer of registration and cancellation, together with proper written instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing the assignment of such Certificate, or any portion thereof in an Authorized Denomination, to the assignee or assignees thereof, and the right of such assignee or assignees to have such Certificate or any such portion thereof registered in the name of such assignee or assignees. Upon the assignment and transfer of any Certificate or any portion thereof, a new substitute Certificate or Certificates shall be issued in exchange therefor in the manner herein provided. As of the date this Ordinance is approved by the Issuer, the Designated Trust Office is the Dallas, Texas office of The Bank of New York Mellon Trust Company, N.A., set forth in the "Paying Agent/Registrar Agreement" executed by the City and the Paying Agent/Registrar in connection with the sale and delivery of the Certificates.

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

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

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

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

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

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

its services with respect to the payment of the principal of and interest on Certificates, when due, and (ii) fees and charges of the Paying Agent/Registrar for services with respect to the transfer or registration of Certificates solely to the extent above provided, and with respect to the exchange of Certificates solely to the extent above provided.

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

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

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

Section 6. DEFINITIONS. That the term "Available Revenues" shall have the meaning given said term in Section 7 hereof; the term "Business Day" means any day that is not a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the Designated Trust Office of the Paying Agent/Registrar is located are authorized by law or executive order to close; the term "Code" means the Internal Revenue Code of 1986; the term "Date of Delivery" means the day on which the Certificates initially issued are delivered to the Underwriters or the Underwriters' nominee in consideration of the payment by the Underwriters of the agreed purchase price of the Certificates; "MSRB" means the Municipal Securities Rulemaking Board; the term "Rule" means SEC Rule 15c2-12; the term "SEC" means the United States Securities and Exchange Commission; and the term "Surplus Revenues" means the revenues pledged

herein from the operation of the City's combined water and wastewater systems (not to exceed \$1,000) remaining after payment of all operation and maintenance expenses thereof and other obligations heretofore or hereafter incurred to which such revenues have been or shall be encumbered by a lien on and pledge of such revenues superior to the lien on and pledge of such revenues to the Certificates.

Section 7. INTEREST AND SINKING FUND. That a special fund or account, to be designated the "City of Waxahachie, Texas Series 2026 Certificate of Obligation Interest and Sinking Fund" (the "Interest and Sinking Fund") is hereby created and shall be established and maintained by the City. The Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of the City, and shall be used only for paying principal of and interest on the Certificates as such principal and interest comes due. All ad valorem taxes levied and collected for and on account of the Certificates shall be deposited, as collected, to the credit of the Interest and Sinking Fund. During each year while any Certificate is outstanding and unpaid, the City Council shall compute and ascertain the rate and amount of ad valorem tax, based on the latest approved tax rolls of the City, with full allowances being made for tax delinquencies and costs of tax collections, which will be sufficient to raise and produce the money required to pay the interest on the Certificates as such interest comes due, and to provide and maintain a sinking fund to pay the principal of the Certificates as such principal matures, but never less than 2% of the outstanding principal amount of the Certificates as a sinking fund each year. The rate and amount of ad valorem tax is hereby ordered to be levied against all taxable property in the City for each year while any Certificate is outstanding and unpaid, and the ad valorem tax shall be assessed and collected each such year and deposited to the credit of the Interest and Sinking Fund. The ad valorem taxes necessary to pay the interest on and principal of the Certificates, as such interest comes due and such principal matures, are hereby pledged for such payment, within the limit prescribed by law. Notwithstanding the foregoing, if the City deposits or budgets to be deposited in the Interest and Sinking Fund any other revenues, income or resources, including without limitation, Surplus Revenues (the "Available Revenues"), in advance of the time when ad valorem taxes are scheduled to be levied for any year, then the amount of taxes which otherwise would have been required to be levied may be reduced to the extent and by the amount of the Available Revenues then on deposit or budgeted to be deposited in the Interest and Sinking Fund.

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

Section 9. CONSTRUCTION FUND. (a) *Construction Fund Established.* The City hereby creates and establishes and shall maintain on the books of the City a separate fund to be entitled "City of Waxahachie, Texas Series 2026 Certificate of Obligation Construction Fund" (the "Construction Fund"), for use by the City for payment of all lawful costs associated with the acquisition and construction of the projects described in clauses (1), (2), (3), and (4) of Section 1, and the payment of the costs described in clause (5) of Section 1. Upon payment of all such costs, any money remaining on deposit to the credit of the Construction Fund shall be transferred to the Interest and Sinking Fund. Amounts so deposited to the credit of the Interest and Sinking Fund shall be used in the manner described in Section 7.

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

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

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

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

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

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

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

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

(12)

(a) to take any action to assure that no more than 10 percent of the proceeds of the Certificates or the projects financed or refinanced therewith (less amounts deposited to a reserve fund, if any) are used for any "private business use", as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds are so used, that amounts, whether or not received by the City, with respect to such private business use, do not, under the terms of this Ordinance or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Certificates, in contravention of section 141(b)(2) of the Code;

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

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

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

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

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

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

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

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

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

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

(i) to pay to the United States of America at least once during each five-year period (beginning on the Date of Delivery of the Certificates) an amount that is at least equal to 90 percent of the "Excess Earnings", within the meaning of section 148(f) of the Code and to pay to the United States of America,

not later than sixty (60) days after the Certificates have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code.

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

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

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

The resolution adopted by the City Council on June 1, 2026, described in the preamble to this Ordinance was intended to satisfy the official intent requirements set forth in section 1.150-2 of the Treasury Regulations.

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

Section 14. DISPOSITION OF PROJECT. That the Issuer covenants that the property constituting a Project will not be sold or otherwise disposed in a transaction resulting in the receipt by the Issuer of cash or other compensation, unless the Issuer obtains an opinion of nationally-recognized bond counsel substantially to the effect that such sale or other disposition will not adversely affect the tax-exempt status

of the Certificates. For purposes of this Section, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes of this Section, the Issuer shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

Section 15. DEFAULT AND REMEDIES.

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

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

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

(b) *Remedies for Default.*

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

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

(c) *Remedies Not Exclusive.*

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

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

(iii) By accepting the delivery of a Certificate authorized under this Ordinance, such registered owner agrees that the certifications required to effectuate any covenants or

representations contained in this Ordinance do not and shall never constitute or give rise to a personal or pecuniary liability or charge against the officers, employees or members of the City or the City Council.

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

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

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

Section 18. CONTINUING DISCLOSURE OBLIGATION. (a) *Annual Reports.* (i) That the City shall provide annually to the MSRB, in an electronic format prescribed by the MSRB, certain updated financial information and operating data of City, being the following (1) the City's financial statements; and (2) the information found in Tables 1 through 6 and 8 through 15 in the Official Statement authorized by Section 22 of this Ordinance. The City will update and provide the information in Tables 1 through 6 and 8 through 15 of the Official Statement within six (6) months after the end of each fiscal year ending in and after 2026. The City's financial statements so to be provided shall be (1) prepared in accordance with the accounting principles described in the financial statements of the City appended to the Official Statement as Appendix B, or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation, and (2) audited, if the City commissions an audit of such statements and the audit is completed within twelve (12) months after the end of each fiscal year ending in or after 2026. If audited financial statements are not available by the end of the twelve (12) month period, then the City shall provide notice that the audited financial statements are not available, shall provide unaudited financial statements by the required time, and the City shall provide audited financial statements for the applicable fiscal year to the MSRB, when and if the audit report on such statements becomes available.

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

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

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

(12)

15. Incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material; and
16. Default, event of acceleration, termination event, modification of terms, or other similar event under the terms of a Financial Obligation of the City, and which reflect financial difficulties.

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

In addition, the City shall notify the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with subsection (a) of this Section by the time required by such subsection.

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

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

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

SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

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

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

(vi) The provisions of this Section may be amended by the City from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Certificates in the primary offering of the Certificates in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (A) the registered owners of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the outstanding Certificates consent to such amendment or (B) a person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interest of the registered owners and beneficial owners of the Certificates. If the City so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with subsection (a) of this Section an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information or operating data so provided. The City may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Certificates in the primary offering of the Certificates.

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

of the Defeased Certificates immediately following the making of the firm banking and financial arrangements; and (3) directs that notice of the reservation be included in any redemption notices that it authorizes.

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

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

(d) *Defeasance Securities.* The term "Defeasance Securities" means any securities and obligations now or hereafter authorized by State law that are eligible to refund, retire or otherwise discharge obligations such as the Certificates.

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

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

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

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

permit or be construed to permit amendment of the terms and conditions of this Ordinance or in any of the Certificates so as to:

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

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

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

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

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

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

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

Section 22. SALE OF CERTIFICATES. (a) *Sale*. The Certificates are hereby sold and shall be delivered to [PURCHASER] (the "Purchaser"), for the purchase price of \$[] (representing the par value thereof, plus a [net][reoffering] premium of \$[], and less a Purchaser's discount of \$[]) and no accrued interest. The Certificates shall initially be registered in the name of such Purchaser or its designee. It is officially found, determined, and declared that the Certificates have been sold at public sale to the bidder offering the lowest true interest cost, after receiving sealed bids pursuant to an Official Notice of Sale and Bidding Instructions and Official Statement prepared and distributed in connection with the sale of the Certificates, and that the terms of such sale are the most advantageous reasonably obtainable. Said Official Notice of Sale and Bidding Instructions and Official Statement, and any addenda, supplement, or amendment thereto have been and are hereby approved by the City Council of the Issuer, and their use in the offer and sale of the Certificates is hereby approved.

(b) *Offering Documents*. The City Council hereby approves the form and content of the Official Statement relating to the Certificates and any addenda, supplement or amendment thereto (the "Official Statement"), and approves the distribution of such Official Statement in the reoffering of the Certificates by the Underwriters in final form, with such changes therein or additions thereto as the officer executing the same may deem advisable, such determination to be conclusively evidenced by his execution thereof. The distribution and use of the Preliminary Official Statement prior to the date hereof is hereby ratified and confirmed.

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

Section 24. USE OF PROCEEDS. That the proceeds from the sale of the Certificates may be used for the purposes described in Section 1 of this Ordinance, in the manner described in the letter of instructions executed by the City or on behalf of the City by its financial advisor. The foregoing notwithstanding, proceeds representing accrued interest on the Certificates shall be deposited to the credit of the Interest and Sinking Fund, and proceeds representing premium on the Certificates shall be used in a manner consistent with the provisions of Section 1201.042(d), Texas Government Code, as amended. Any amounts remaining after completion of the improvements described in Section 1 hereof shall be transferred FIRST to the Rebate Fund, to the extent required by Section 12 hereof and as further described in Section 25 hereof, and THEREAFTER to the Interest and Sinking Fund. The proceeds from the sale of the Certificates, including premium, to be deposited to the credit of the Construction Fund shall not exceed \$69,300,000.

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

Section 26. APPROPRIATION. To pay the debt service coming due on the Certificates prior to receipt of the taxes levied to pay such debt service, if any, there is hereby appropriated from current funds on hand, which are hereby certified to be on hand and available for such purpose, an amount sufficient to pay such debt service, and such amount shall be used for no other purpose.

Section 27. MISCELLANEOUS PROVISIONS. (a) *Titles Not Restrictive.* That the titles assigned to the various sections of this Ordinance are for convenience only and shall not be considered restrictive of the subject matter of any section or of any part of this Ordinance.

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

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

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

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

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

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

(h) *Section 271.047, Local Government Code.* No bond proposition to authorize the issuance of bonds for the same purpose as the Certificates was submitted to the voters of the City during the preceding three (3) years and failed to be approved.

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

(j) *Payment of Attorney General Fee Authorized.* The City Council hereby authorizes the payment of the fee of the Office of the Attorney General of the State of Texas for the examination of the proceedings relating to the issuance of the Certificates, in the amount determined in accordance with the provisions of Section 1202.004, Texas Government Code.

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

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

(12)

**Exhibit A
to
Ordinance**

FORM OF CERTIFICATE

NO. R-

\$ _____

UNITED STATES OF AMERICA
STATE OF TEXAS
COUNTY OF ELLIS
CITY OF WAXAHACHIE, TEXAS
COMBINATION TAX AND REVENUE
CERTIFICATES OF OBLIGATION
SERIES 2026

MATURITY DATE

INTEREST RATE

%

DATE OF DELIVERY

September 2, 2026

CUSIP

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

_____ DOLLARS

and to pay interest thereon, from the Date of Delivery specified above, to the Maturity Date specified above, or the date of its redemption prior to scheduled maturity, at the interest rate per annum specified above, with said interest payable on February 1, 2027, and semiannually on each August 1 and February 1 thereafter; except that if this Certificate is required to be authenticated and the date of its authentication is later than February 1, 2027, such interest is payable semiannually on each August 1 and February 1 following such date.

THE PRINCIPAL OF AND INTEREST ON this Certificate are payable in lawful money of the United States of America, without exchange or collection charges. At maturity, or upon the date fixed for its redemption prior to maturity, the principal of this Certificate shall be paid to the registered owner hereof upon presentation and surrender of this Certificate at the designated corporate trust office in Dallas, Texas (the "Designated Trust Office") of The Bank of New York Mellon Trust Company, N.A., which is the "Paying Agent/Registrar" for this Certificate. The payment of interest on this Certificate shall be made by the Paying Agent/Registrar to the registered owner hereof on each interest payment date by check, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the Issuer required by the ordinance authorizing the issuance of this Certificate (the "Ordinance") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the registered owner hereof, at its address as it appeared on the 15th calendar day of the month next preceding such date, regardless of whether such day is a business day (the "Record Date") on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. Any accrued interest due at maturity or redemption prior to maturity, as provided herein, shall be paid to the registered owner upon presentation and surrender of this Certificate for payment at the Designated Trust Office of the Paying Agent/Registrar. The Issuer covenants with the registered owner of this Certificate that on or before each

principal and interest payment date for this Certificate it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Ordinance, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Certificates, when due.

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

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

THIS CERTIFICATE is one of a Series of Certificates dated the Date of Delivery, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of \$[] for the purpose of paying contractual obligations to be incurred by the City, to-wit (i) the construction, renovation, improvement and equipment of existing municipal buildings that include administrative offices, public safety facilities and other facilities of the City including, but not limited, for the emergency management, municipal court, utility and fire departments; (ii) the construction, renovation, improvement and equipment of buildings, facilities and public safety facilities for the fire department including, but not limited to, the relocation of a fire station; (iii) constructing and improving streets, including related sidewalks, cycle paths, signage and signalization, landscaping, streetscaping, drainage, utility line relocations and the acquisition of land and rights-of-way therefor; (iv) the construction of improvements and extensions to the City's water and wastewater systems; and (v) the payment of fiscal, engineering and legal fees incurred in connection therewith.

THE CERTIFICATES of this Series scheduled to mature on and after August 1, 2036 may be redeemed prior to their scheduled maturities, in whole, or in part in principal amounts of \$5,000 or any integral multiple thereof, at the option of the City, on August 1, 2035 or on any date thereafter, at the redemption price of par plus accrued interest to the date fixed for redemption. If less than all of the Certificates are to be redeemed by the City, the City shall determine the maturity or maturities and the amounts therewith to be redeemed and shall direct the Paying Agent/Registrar to call by lot Certificates, or portions thereof, within such maturity or maturities and in such principal amounts, for redemption; *provided*, that during any period in which ownership of the Certificates is determined only by a book entry at a securities depository for the Certificates, if fewer than all of the Certificates of the same maturity and bearing the same interest rate are to be redeemed, the particular Certificates of such maturity and bearing such interest rate shall be selected in accordance with the arrangements between the City and the securities depository.

A WRITTEN NOTICE OF redemption shall be sent to the registered owner of each Certificate or a portion thereof being called for redemption at least thirty (30) days prior to the date fixed for such redemption by depositing such notice in the United States mail, first-class postage prepaid, addressed to each such registered owner at his address shown on the Registration Books of the Paying Agent/Registrar.

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

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

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

at the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date; or (ii) to transfer or exchange any Certificates so selected for redemption when such redemption is scheduled to occur within forty-five (45) calendar days; provided, however, such limitation of transfer shall not be applicable to an exchange by the registered owner of an unredeemed balance of a Certificate called for redemption in part.

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

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

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

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

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

 XXXXXXXX
 City Secretary

 XXXXXXXX
 Mayor

(SEAL)

FORM OF PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

(12)

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

Dated _____

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

By _____
Authorized Representative

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

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

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

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

(SEAL)

Acting Comptroller of Public Accounts of
the State of Texas

FORM OF ASSIGNMENT

ASSIGNMENT

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

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

/ _____ /

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

(12)

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

Dated: _____

Signature Guaranteed:

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

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

INITIAL CERTIFICATE INSERTIONS

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

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

Registered Owner: [PURCHASER]

Principal Amount: \$[_____]

Date of Delivery: SEPTEMBER 2, 2026

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

(Section 2 of the Ordinance)

and to pay interest thereon from the Date of Delivery specified above, on February 1, 2027 and semiannually on each August 1 and February 1 thereafter to the maturity date specified above, or to the date of redemption prior to maturity, at the interest rate per annum specified above. Interest shall be calculated on the basis of a 360-day year consisting of twelve 30-day months.



Memorandum

To: Honorable Mayor and City Council

From: Chad Tustison, Finance Director

Thru: Ricky Body, City Manager *RB*

Date: August 3, 2026

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

Recommended Motion: "I move to consider a property tax rate of 61 cents and set the date, time, and place for a public hearing for September 1 at 5:30 PM at the Waxahachie Civic Center."

Item Summary: As part of the annual budget process, Chapter 26 of the Property Tax code requires taxing units to comply with truth-in-taxation laws in adopting their tax rates. This item meets the requirement for the City Council to set the proposed rate for future consideration and adoption, set the public hearing date and time, and place an item on a future Council agenda to vote on the tax rate necessary to fund the Fiscal Year (FY) 2026-2027 Annual Budget.

The FY 2026-2027 Proposed Budget includes a proposed tax rate of \$0.61000. The proposed tax rate recommended in the Budget provides additional funding for operating costs to keep up with growth and to fund capital needs throughout the City. The proposed rate exceeds the no-new-revenue rate but does not exceed the voter-approval tax rate. When the proposed rate exceeds the no-new-revenue rate or voter-approval rate, state statute requires a public hearing be held on the proposed tax rate, specific publications, and dates of scheduled adoption.

Staff recommends that the City Council take a record vote to propose an ad valorem tax rate of \$0.61000 for FY 2026-2027 and schedule a public hearing

for Tuesday, September 1 at 5:30 PM. The adoption of the tax rate and budget is proposed to be considered on September 8 at 7:00 PM. Both meetings will be held at the Waxahachie Civic Center, 2000 Civic Center Lane, Waxahachie, Texas.

(14)



Memorandum

To: Honorable Mayor and City Council

From: Ricky Boyd, City Manager *RB*

Thru: NA

Date: August 3, 2026

Re: Woman's Building Agreement

Recommended Motion: "I move to approve the proposed agreement for the Woman's Building between the City of Waxahachie (Landlord) and the Board of Trustees for the Ellis County Woman's Building (Tenant), a Texas Non-Profit Corporation, and authorize the City Manager to execute all necessary documents."

Item Description: I hereby recommend that the City (Landlord) enter into a formal agreement with the Board of Trustees of the Ellis County Woman's Building (Tenant) for the use of the Woman's Building. The original term is for 10 years with optional 3-year extensions thereafter.

Item Summary: As you know, the City owns the Woman's Building located at 407 W. Jefferson Street. While the Tenant has utilized the building since it was erected as per the deed, there has never been a formal agreement between the Landlord and the Tenant. In the past, this has led to confusion as to which party is responsible for the operation and maintenance of the building. This agreement formalizes the responsibilities of each party while maintaining the particulars of the deed.

Fiscal Impact: There is no further impact in executing this agreement beyond the normal annual budget.

LEASE AGREEMENT BETWEEN THE CITY OF WAXAHACHIE, TEXAS, AND THE BOARD OF TRUSTEES FOR THE ELLIS COUNTY WOMAN'S BUILDING

Date: August ____, 2026

Landlord: CITY OF WAXAHACHIE (or "City")

Landlord's Address: 401 S. Rogers Street, Waxahachie, Texas 75165

Tenant: BOARD OF TRUSTEES FOR THE ELLIS COUNTY WOMAN'S BUILDING

Tenant's Physical Address: 407 West Jefferson Street, Waxahachie, Texas 75165

Tenant's Mailing Address: P.O. Box 2622 Waxahachie, Texas 75168

Tenant's Permitted Use: The Premises shall be used and occupied for purposes consistent with those described in the Deed and related uses on the Premises consistent with any other applicable City rules, regulations and/or ordinances for the Premises. Tenant agrees not to use or permit the use of the Premises for any purpose which is illegal, inconsistent with those purposes described in the Deed, or which, in Landlord's opinion, creates a nuisance or which would increase the cost of insurance coverage with respect to the Premises. Tenant acknowledges the Premises shall be used for purposes consistent with those described in the Deed and all restrictive covenants contained therein, including, without limitation, use of the Premises as a place of meeting for community events and a social center for the people of the City of Waxahachie and Ellis County.

Premises:

Street Address: 407 West Jefferson Street

City, State, Zip: Waxahachie, Texas 75165

Property Description: The land and improvements thereon of that original grant and conveyance of Block 19, City of Waxahachie, Ellis County, Texas, recorded in that particular Deed from Quincy Davis Getzendaner to the City of Waxahachie filed of record July 9, 1925 (the "Deed"), and more particularly described in **Exhibit A**, attached hereto.

Term (months): 120 Months

Commencement Date: August __, 2026

Termination Date: August __, 2036

Rent: \$10.00 for the initial term of this lease and if renewed, \$10.00 for any subsequent Optional Term of the lease.

Optional Term: 36 months and is renewable every 36 months thereafter.

Initial Optional Term Commencement Date: August __, 2036

Initial Optional Term Termination Date: August __, 2039

Clauses and Covenants

A. Tenant agrees to –

1. Lease the Premises for the entire Term beginning on the Commencement Date and ending on the Termination Date.
2. Accept the Premises in their present condition “As Is,” the Premises being currently suitable for the Tenant’s Permitted Use.
3. Comply with all applicable federal, state or local agreements, laws, rules, regulations, ordinances and grant assurances, including without limitation, the Americans with Disabilities Act and Title VII of the Civil Rights Act of 1964, and the orders of any governmental entity or agency having jurisdiction over the Premises.
4. Allow landlord to enter the premises to perform landlord’s obligations and inspect the Premises.
5. Keep the Premises in good, clean condition and shall, promptly notify the City when maintenance or repairs are needed. The Landlord shall be responsible for such normal maintenance and repairs. Except in the event of life safety or catastrophic events or issues, Tenant shall not engage in or make any repairs, replacement of fixtures or restoration of the Premises without the express consent of the City. If the Tenant makes non-emergency repairs or alterations without the consent of the Landlord, the Tenant shall be responsible for the cost.
6. Tenant shall maintain and use the Premises in a manner consistent with its designated purpose stated in the Deed, such as the hosting of community events at a reasonable rate for community groups that are members of the City Federation of Women’s Clubs as well as for other organizations, individuals and groups consistent with the approved Bylaws and Rules and Regulations of the Ellis County Woman’s Building Board.
7. If Tenant chooses, Tenant may, from time to time, request one or more Service Enhancements, as said term is defined by Landlord, from Landlord. Any such Service Enhancement shall be subject to approval of the City Council and any funds so expended by the Landlord must qualify as a lawful contribution of public funds. In no event shall Tenant expend funds for Service Enhancements without either prior City Council approval or compliance with statutory procurement processes. In the event Tenant does not comply with the terms of this Paragraph, it shall constitute a Default under this Agreement. It is expressly understood that this provision creates no future

obligation or debt of Landlord to Tenant, and that any expenditures described herein shall be made in the sole discretion and approval of the City Council.

8. Provide for janitorial services.
9. Landlord shall not be liable to Tenant or to Tenant's employees, agents, invitees or visitors, or to any other person, for any injury to persons or damage to property on or about the Premises or any adjacent area owned by Landlord caused by the negligence or misconduct of Tenant, Tenant's employees, subtenants, agents, invitees, licensees or concessionaires or any other person entering the Premises under express or implied invitation of Tenant, or arising out of the use of the Premises by Tenant, and the conduct of Tenant's business, or arising out of any breach or default by Tenant in the performance of Tenant's obligations under this Lease; **Tenant shall defend, indemnify and hold harmless Landlord, including its elected or appointed officials, agents, boards, commission and employees, from all loss, damages or claims of whatever nature, including attorney's fees, expert witness fees and costs of litigation, which arise out of any act or omission of Tenant, including its agents employees, and invitees in connection with Tenant's operations at the Premises and which result directly or indirectly in the injury to or death of any persons or the damage to or loss of any property, or arising out of Tenant's failure to comply with any provisions of this Lease. Landlord shall in all instances, except for loss, damages or claims resulting from the sole negligence of Landlord, be indemnified by Tenant against all such loss, damages or claims, regardless of whether the loss, damages or claims are caused in part by the negligence, gross negligence or fault of Landlord. Landlord shall give Tenant prompt notice of any claim made or suit instituted which may subject Tenant to liability under this Paragraph, and Tenant may compromise and defend the same to the extent of its own interest. Landlord may, but has no duty, to participate in the defense of any claim or litigation with attorneys of Landlord's selection without relieving Tenant of any obligations hereunder. Tenant's obligations shall survive the expiration or early termination of this Lease or Tenant's activities at the Premises.**
10. Simultaneous with the execution of this Lease, Tenant shall provide Landlord with a copy of documentation verifying Tenant's status as a non-profit, tax-exempt entity under the Internal Revenue Code and/or state law. In the event that during the Term of this Lease Tenant loses such tax-exempt status, for any reason, Tenant shall be liable for all taxes or other fees or assessment levied or assessed against real property, personal property, furniture or fixtures placed by Tenant on the Premises. Tenant further agrees and acknowledges that at no time may the Premises be the subject of any lien or other charge, and if such occurs for any reason, Tenant shall be responsible for

the immediate removal of such lien or charge, and failure to do so shall constitute a Default of this Agreement.

11. Tenant agrees and acknowledges that the Premises may be used by the Landlord and/or County as a polling place for elections, including early voting. Furthermore, the tenant agrees to allow for electioneering during the voting period including the posting, use or distribution of political signs or literature as allowed under Election Code, § 61.003(b)(1). If the County is overseeing the election, the County may enforce their political sign regulations as allowed by Election Code, § 61.003(a-1). Any damage to the premises due to the placement of political signs shall be the responsibility of the ECWB. If the Tenant chooses, Tenant may seek reimbursement from the entity conducting the election.

B. Tenant agrees not to –

1. Use the Premises for any purpose other than the permitted use identified in the terms of the lease.
2. Make or allow to be made any alterations to the Premises, or place signs on the Premises which are visible from outside the Premises, without first obtaining Landlord's written consent in each instance (which shall be subject to approval of the City Council), which consent may be withheld or may be given on such conditions as Landlord may elect. Nothing in this Paragraph shall prohibit Landlord from seeking input from the Heritage Preservation Commission.
3. Create a nuisance.
4. Permit any waste.
5. Use the Premises in any way that would increase insurance premiums, or void insurance on the building.
6. Change the landlord's lock system without permission from the landlord.
7. Assign this lease or sublease any portion of the Premises without landlord's written consent.
8. Place any hazardous materials or materials that could create environmental damage on the Premises without written consent from Landlord.
9. Utilize the Premises for outdoor storage or display without written consent from Landlord.
10. Permit any mechanic's lien(s) or other liens to be placed upon the Premises or any improvements thereto and nothing in this Lease shall be deemed or construed in any way as constituting the consent or request of Landlord, express or implied, by inference

or otherwise, to any person for the performance of any labor or the furnishing of any materials to the Premises, or any part thereof, nor as giving Tenant any right, power, or authority to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to any mechanic's or other liens against the Premises. In the event any such lien is attached to the Premises or the Building, then, in addition to any other right or remedy of Landlord, Landlord may, but shall not be obligated to, discharge the same without questioning the validity thereof.

C. Landlord agrees to –

1. Lease to Tenant the Premises for the entire Term beginning on the Commencement Date and ending on the Termination Date.
2. As specified in the Deed, Landlord shall properly insure the building. This includes insuring the contents that are owned by the Ellis County Woman's Building Board.
3. Provide disposal of solid waste from dumpster (not emptying of office space trash receptacles).
4. Provide wi-fi/internet access and an upload/download speed of the landlord's option. This service is being furnished as a courtesy and no guarantee of reliability is being made.
5. Provide at no cost water service to the Premises.
6. Provide shared off-street parking on the parking lot adjacent to the building. There is no implied guarantee of parking availability; however, Tenant shall allow said parking to be utilized by the public free of charge for downtown events and festivals if Tenant does not have any scheduled events on the same date. If there is a scheduled event on the same date, a "Event Only Parking" sign may be placed to denote parking is reserved for event. This sign will be removed once the event has concluded. Enforcement of Event Only Parking shall be the responsibility of the Tenant.

D. Landlord agrees not to –

Interfere with Tenant's possession of the Premises as long as Tenant is not in default of the terms of this lease.

E. Landlord and tenant agree to the following:

1. *Abandoned Property.* Landlord may retain, destroy, or dispose of any property left on premises at the end of the term.
2. *Alterations.* Any and all alterations to the Premises shall automatically become the property of Landlord upon the expiration or early termination of this Lease (except for movable equipment or furniture owned by Tenant) at no charge. At Landlord's sole

option, Landlord may require Tenant to remove any and all fixtures, equipment and other improvements installed on the Premises at Tenant's sole cost. In the event that Landlord so elects, and Tenant fails to remove such improvements, Landlord may remove such improvements at Tenant's sole cost, and Tenant shall pay Landlord on demand the cost of restoring the Premises to the same condition as it existed at the beginning of this Lease. It is expressly understood that the requirements of this subsection are independent of any monetary contributions by Landlord, and that Tenant must obtain Landlord's written consent in each instance for any alterations to the Premises.

3. *Alternative Dispute Resolution.* Landlord and Tenant agree to mediate in good faith before filing a suit for damages.
4. *Amendment of Lease.* This lease may be amended only by an instrument in writing signed by the landlord and tenant.
5. *Applicable Law and Venue.* This lease shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Ellis County, Texas. Venue for any action arising under this lease shall lie in the state district and county courts of Ellis County, Texas.
6. *Assignment.* Tenant shall not assign this lease or sublet the Premises, or any part thereof without the consent of the Landlord in writing.
7. *Attorney's Fees.* If either party retains an attorney to enforce this lease, the party prevailing in litigation is entitled to recover reasonable attorney's fees and other fees and court costs as applicable by law.
8. *Caption Headings.* Caption headings in this lease are for convenience purposes only and are not to be used to interpret or define the provisions of the lease.
9. *Counterparts.* This Lease may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same document.
10. *Events of Default.* The following events shall be deemed to be events of default by Tenant under this Lease:
 - (a) Tenant shall fail to pay an installment of rent or any other obligation hereunder involving the payment of money on the date that same is due, and such failure shall continue for a period of ninety (90) days.
 - (b) Tenant shall fail to comply with any term, provision, or covenant of this Lease other than as described in subsection (a) above, and shall not cure or make documented reasonable effort to cure in a form acceptable to the Landlord, such failure within thirty (30) days after written notice thereof to Tenant.

- (c) Tenant or any guarantor of Tenant's obligations under this Lease shall become insolvent, or shall make a transfer in fraud of creditors, or make an assignment for the benefit of creditors.
- (d) A receiver or Trustee shall be appointed for the Premises or for all or substantially all of the assets of Tenant or any guarantor of Tenant's obligations under this Lease.
- (e) Tenant uses of funds specified under subsection A(6) of this lease for a purpose other than an Approved Purpose.

Landlord's remedies for Tenant's default are to (a) enter and take possession of the Premises, after which Landlord may relet the premises on behalf of Tenant and receive the rent directly by reason of the reletting, and Tenant agrees to reimburse Landlord for any expenditures made in order to relet; (b) enter the Premises and perform Tenant's obligations; and (c) terminate this lease by written notice and sue for damages. Landlord may enter and take possession of the premises by self-help, by picking and changing locks if necessary, and may lock out Tenant or any other person who may be occupying the premises, until the default is cured, without being liable for damages.

11. *Entire Agreement.* This lease constitutes the entire agreement of the parties concerning the lease of the premises by Landlord to Tenant. There are no representations, warranties, agreements, or promises pertaining to the lease of the Premises by Landlord to Tenant that are not in this lease.
12. *Force Majeure.* Landlord shall not be liable to Tenant for any loss or damage to any property or person occasioned by theft, fire, act of God, public enemy, injunction, riot, strike, insurrection, war, court order, requisition, or order of governmental body or authority or by any other cause beyond the reasonable control of Landlord. Nor shall Landlord be liable for any damage or inconvenience which may arise through repair or alteration of any part of the Leased Premises which is not attributable to Landlord's negligence.
13. *Holdover.* If Tenant does not vacate the Premises following termination of this lease, Tenant will become a tenant at will and must vacate the Premises on receipt of notice from Landlord. No holding over by Tenant, whether with or without the consent of Landlord, will extend the terms of the lease.
14. *Insurance.* Tenant and landlord will maintain the respective insurance coverage described in this contract.
15. *Limitation of Warranties.* THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR OF ANY OTHER KIND ARISING OUT OF THIS LEASE, AND THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE EXPRESSLY STATED IN THIS LEASE.

16. *Notices.* Any notice required or permitted under this lease must be in writing. Any notice required by this lease will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the Tenant's mailing address shown in this lease. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.
17. *Optional Terms.* Upon completion of this lease term and with prior approval of the Landlord, the Tenant may exercise additional 36-month Optional Lease Terms. Tenant shall provide written notice of intention to exercise or not exercise the Optional Lease Term to the Landlord at least 60 days prior to the termination of the current lease term.
18. *Right of Entry and Inspection.* Tenant agrees to permit Landlord or its agents or representatives or insurers to enter into and upon any part of the Premises at all reasonable hours (and in emergencies at all times) to inspect the same, or clean, or make repairs or alterations or additions, or to show the Leased Premises to any insurers, and Tenant shall not be entitled to any abatement or reduction of rent by reason thereof.
19. *Severability.* If a court of competent jurisdiction finds any provision of this Lease to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Lease in all other respects shall remain valid and enforceable.
20. *Successors.* The terms, conditions and covenants contained in this Lease shall apply to, inure to the benefit of, and be binding upon the parties hereto and their respective successors in interest and legal representative except as otherwise herein expressly provided. All rights, powers, privileges, immunities, and duties of Landlord under this lease, including but not limited to any notices required to be delivered by Landlord to Tenant hereunder may at Landlord's option be exercised or performed by Landlord's agent or attorney.
21. *Termination.* Termination of this lease is permissible by mutual agreement of both parties.
22. *Time is of the Essence.* Time is of the essence in the performance of this Lease.
23. *Waiver.* No waiver of any default of Landlord or Tenant hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

(14)

EXECUTED ON THIS THE ____ DAY OF _____, 2026.

LANDLORD:

CITY OF WAXAHACHIE, TEXAS,
a Texas Home Rule Municipality

By: _____
Ricky Boyd, City Manager

Date Signed: _____

TENANT:

**BOARD OF TRUSTEES FOR THE ELLIS
COUNTY WOMAN'S BUILDING,**

A Texas Non-Profit Corporation.

By: _____
Name: _____
Title: _____

Date Signed: _____

(14)

Exhibit A

Deed as Legal Description
of
Leased Premises

(15)



Memorandum

To: Honorable Mayor and City Council

From: Cassandra Carroll, Economic Development Director

Thru: Ricky Boyd, City Manager *RB*

Date: August 3, 2026

Re: Consideration of Proposed Ordinance Designating a Certain Area within the taxing jurisdiction of the city of Waxahachie to be known as "Reinvestment Zone #33, City of Waxahachie, Texas"

Recommended Motion: I move to adopt the Ordinance designating a certain area in the City of Waxahachie, as "Waxahachie Reinvestment Zone #33, City of Waxahachie Texas".

Item Summary: Owens Corning Insulating Systems, LLC located at 3700 N. Interstate 35, Waxahachie, Texas wishes to expend approximately \$56,000,000 in Business Personal Property investment and the Company has applied for Business Personal Property tax abatement from the City of Waxahachie. As directed by Texas Tax Code Chapter 312, the City of Waxahachie must create a "Tax Reinvestment Zone" prior to consideration of tax abatements within the zone. The zone area is within Property ID 180441 and is identified by a metes and bounds description contained within the ordinance. The Reinvestment Zone will expire 5 years from the date of adoption.

Fiscal Impact: Continued investment in this area by Owens Corning will continue to provide jobs and tax base to the City for the immediate and long-term future.

(16)

ORDINANCE NO. _____

AN ORDINANCE DESIGNATING A CERTAIN AREA IN THE CITY OF WAXAHACHIE AS “WAXAHACHIE REINVESTMENT ZONE #33, CITY OF WAXAHACHIE, TEXAS”; PROVIDING THE EFFECTIVE AND EXPIRATION DATES FOR THE ZONE AND A MECHANISM FOR RENEWAL OF THE ZONE; AND CONTAINING OTHER MATTERS RELATED TO THE ZONE.

WHEREAS, pursuant to the City Council’s adoption on **February 3, 2025** of **Resolution No. 1375** (the “**Tax Abatement Policy**”), the City of Waxahachie, Texas (the “**City**”) has elected to be eligible to participate in tax abatement and has established guidelines and criteria governing tax abatement agreements entered into between the City and various third parties, as authorized by and in accordance with the Property Redevelopment and Tax Abatement Act, codified in Chapter 312 of the Texas Tax Code (the “**Code**”); and

WHEREAS, the City Council desires to promote the development of the area in the CITY more specifically described in **Exhibit “A”** of this Ordinance (the “**Zone**”) through the creation of a reinvestment zone for purposes of granting a business expansion tax abatement, as authorized by and in accordance with Chapter 312 of the CODE; and

WHEREAS, **Owens Corning Insulating Systems, L. L. C. (Owens Corning)** or an affiliated entity (“**Company**”) wishes to expend or cause to be expended approximately **\$56,000,000** in business personal property improvements for the improvements to production operations to be located in the Zone (collectively, the “**Improvements**”); and

WHEREAS, **COMPANY** has applied for business personal property tax abatements from the CITY in return for the installation of the Improvements in the ZONE and compliance with certain other employment and spending commitments that will foster economic development in the ZONE and the CITY in general; and

WHEREAS, on **August 3, 2026** the City Council held a public hearing regarding the creation of the ZONE, received information concerning the IMPROVEMENTS proposed for the ZONE and afforded a reasonable opportunity for all interested persons to speak and present evidence for or against the creation of the ZONE (“**Public Hearing**”), as required by Section 312.201(d) of the CODE; and

WHEREAS, notice of the PUBLIC HEARING was published in a newspaper of general circulation in the CITY on July 25, 2026, which satisfies the requirement of Section 312.201(d)(1) of the CODE that publication of the notice occurs not later than the seventh day before the date of the PUBLIC HEARING; and

(16)

WHEREAS, in accordance with Sections 312.201(d)(2) and (e), of the CODE notice of the PUBLIC HEARING was delivered in writing not later than the seventh day before the date of the PUBLIC HEARING to the presiding officer of the governing body of each taxing unit that includes in its boundaries real property that is to be included in the proposed ZONE;

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

Section 1.

FINDINGS.

That after reviewing all information before it regarding the establishment of the ZONE and after conducting the PUBLIC HEARING and affording a reasonable opportunity for all interested persons to speak and present evidence for or against the creation of the ZONE, the City Council hereby makes the following findings of fact:

- 1.1. The statements and facts set forth in the recitals of this Ordinance are true and correct. Therefore, the CITY has met the notice and procedural requirements established by the CODE for creation of a reinvestment zone under Chapter 312 of the CODE.
- 1.2. The IMPROVEMENTS proposed for the ZONE, as more specifically outlined in the PUBLIC HEARING, are feasible and practical and, once completed will benefit the land included in the ZONE as well as the CITY for a period of more than ten (10) years, which is the statutory maximum term of any tax abatement agreement entered into under the Chapter 312 of the CODE.
- 1.3. As a result of designation as a reinvestment zone, the area within the ZONE is reasonably likely to contribute to the expansion of primary employment and to attract major investment in the ZONE that will be a benefit to property in the Zone and will contribute to the economic development of the CITY.

Section 2.

DESIGNATION OF ZONE.

That the City Council hereby designates the ZONE described in the boundary description attached hereto as **Exhibit "A"** and made a part of this Ordinance for all purposes as a reinvestment zone for purposes of granting business expansion tax abatement, as authorized by and in accordance with Chapter 312 of the CODE. This ZONE shall be known as "**Tax Abatement Reinvestment Zone #33, City of Waxahachie, Texas.**" This project meets the Criteria for tax abatement incentives as defined in and in accordance with Section III of the Tax Abatement Policy.

(16)

Section 3.

TERM OF ZONE.

That the ZONE shall take effect upon the effective date of this Ordinance and expire five (5) years thereafter. The ZONE may be renewed by the City Council for one or more subsequent terms not to exceed five years.

Section 4.

SEVERABILITY.

That if any portion, section or part of a section of this Ordinance is subsequently declared invalid, inoperative or void for any reason by a court of competent jurisdiction, the remaining portions, sections or parts of sections of this Ordinance shall be and remain in full force and effect and shall not in any way be impaired or affected by such decision, opinion or judgment.

Section 5.

IMMEDIATE EFFECT.

That this Ordinance shall take effect upon its adoption.

ADOPTED AND EFFECTIVE: on this 3rd day of August, 2026 by the City Council of the City of Waxahachie, Texas.

Mayor

ATTEST:

City Secretary

EXHIBIT "A"
BOUNDARY DESCRIPTION OF TAX ABATEMENT REINVESTMENT ZONE #33,
CITY OF WAXAHACHIE, TEXAS

Situated in the City of Waxahachie, and being a part of the Allen W. Brown Survey, Abstract No. 102, part of the Joseph Berson Survey, Abstract No. 104, part of the S. A. and M. G. Railroad Company Survey, Abstract No. 1053 and part of the William Welch Survey, Abstract No. 1158, and being more particularly described as follows:

FIRST TRACT:

BEGINNING at an iron rod set for corner at the Northeast corner of said Welch Survey, said point being the Northeast corner of the 127.59 acres described as the First Tract in a deed from Mrs. Leta Mae Hight, to Owens-Coming Fiberglas Corporation, recorded in Volume 491, Page 62 of the Deed Records of said County, said point being the Northwest corner of the 6.85 acres conveyed by the Herald of Healing, Inc., to said Fiberglas Corporation and described in Volume 491, Page 61, of said Deed Records;

THENCE North 89 degrees 14 minutes East a distance of 186.72 feet to an iron rod set for corner at the Westerly corner of that certain tract conveyed to the City of Waxahachie by deed recorded in Volume 728, Page 685, Deed Records, Ellis County, Texas, and the beginning of a curve to the right having a radius of 590.4 feet;

THENCE Easterly along said curve having, a chord bearing of South 79 degrees 07 minutes 48 seconds East, a chord distance of 238.17 feet, an arc length of 239.82 feet to an iron rod set for corner in the West line of the M. K. & T, Railroad Company 100 foot right-of-way, said point also being the Southeast corner of the aforementioned City of Waxahachie tract;

THENCE South 17 degrees 17 minutes West along the West line of said M. K. & T. Railroad Company right-of-way a distance of 4,460.42 feet to a ½" iron rod found for corner;

THENCE North 80 degrees 38 minutes West a distance of 1,997.5 feet to a 3/8" iron rod set in the East line of Interstate Highway No. 35E (300' R.O.W.);

THENCE North 34 degrees 35 minutes East along the East line of said Highway a distance of 2,397.64 feet to a 3/8" iron rod set at the beginning of a curve to the left having a radius of 5,879.65 feet;

THENCE Northerly along said curve having a chord bearing of North 25 degrees 56 minutes East, a chord distance of 1,768.57 feet, and an arc length of 1,775.31 feet to an iron rod set for corner at the end of said curve;

THENCE North 17 degrees 17 minutes East continuing along the Easterly line of said Highway a distance of 210.7 feet to an iron rod set for corner at the Southerly corner of that certain tract

(16)

conveyed to the State of Texas by deed recorded in Volume 452, Page 112, Deed Records, Ellis County, Texas;

THENCE along the Southern extremity of said State of Texas tract North 53 degrees 36 minutes East a distance of 80.6 feet to an iron rod set for corner, North 89 degrees 55 minutes East a distance of 382.8 feet to an iron rod set for corner, North 26 degrees 29 minutes East a distance of 134.1 feet to an iron rod set for corner, and North 00 degrees 05 minutes West a distance of 16.35 feet to an iron rod set for corner in the curving South line of that certain tract conveyed to the City of Waxahachie by deed recorded in Volume 728, Page 685, Deed Records, Ellis County, Texas;

THENCE Easterly along said curve to the right having a radius of 590.4 feet, a chord bearing of North 81 degrees 05 minutes 50 seconds East, a chord distance of 167.12 feet, and an arc Length of 167.68 feet to an iron rod set at the end of curve;

THENCE North 89 degrees 14 minutes East a distance of 5.9 feet to the Place of Beginning and containing 134.31 acres of land.

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(17)



Memorandum

To: Honorable Mayor and City Council

From: Cassandra Carroll, Economic Development Director

Thru: Ricky Boyd, City Manager *RB*

Date: August 3, 2026

Re: Consideration of Proposed Resolution approving a Tax Abatement Agreement with Owens Corning Insulating Systems, L.L.C., in support of expansion of business operations at 3700 N. Interstate 35-E, Waxahachie, Texas

Recommended Motion: I move to adopt the Resolution providing for a Tax Abatement Agreement with Owens Corning Insulating Systems, LLC as presented with a tax abatement on Business Personal Property Ad Valorem Tax of 50% for 7 years.

Item Summary: Owens Corning Insulating Systems, LLC is currently operating in 871,500 square feet of building space. Expansion plans call for the replacement of Production Line 1 which is valued at approximately \$56,000,000. An increase in taxable value of Business Personal Property is expected to be approximately \$34,000,000. Company will retain the current employee count of 300 full-time employees. Additionally, the employees assigned to the upgraded production line will be upskilled in the latest technologies required.

Fiscal Impact: Estimated total taxes on the upgrades of the production line that will be received and abated by the City of Waxahachie over the proposed 7 years:

\$508,000 Received

\$508,000 Abated

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WAXAHACHIE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN AGREEMENT BY AND BETWEEN THE CITY OF WAXAHACHIE, TEXAS AND OWENS CORNING INSULATING SYSTEMS, LLC.; AND AUTHORIZING ITS EXECUTION BY THE CITY MANAGER, OR IN HIS ABSENCE THE ASSISTANT CITY MANAGER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council has been presented a proposed Agreement by and between the City of Waxahachie, Texas and **Owens Corning Insulating Systems, LLC.**, established **Tax Abatement Reinvestment Zone #33 City of Waxahachie, Texas**, and providing for a commercial/industrial tax abatement for **Owens Corning Insulating Systems, LLC.**, a copy of which is attached hereto as Exhibit No. 1 and incorporated herein by reference (hereinafter called "**Agreement**"); and

WHEREAS, upon full review and consideration of the AGREEMENT, and all matters attendant and related thereto, the City Council is of the opinion that the terms and conditions thereof should be approved, and that the City Manager, or in his absence the Assistant City Manager, shall be authorized to execute it on behalf of the City of Waxahachie;

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

Section I. The terms and conditions of the AGREEMENT, having been reviewed by the City Council of the City of Waxahachie and found to be acceptable and in the best interests of the City of Waxahachie and its citizens, are hereby in all things approved.

Section II. The City Manager, or in his absence the Assistant City Manager, is hereby authorized to execute the AGREEMENT and all other documents in connection therewith on behalf of the City of Waxahachie, substantially according to the terms and conditions set forth in the AGREEMENT.

Section III. This Resolution shall become effective from and after its passage.

DULY PASSED AND APPROVED this 3rd day of August 2026.

MAYOR

ATTEST:

CITY SECRETARY

(1.8)

EXHIBIT NO. 1

(Tax Abatement Agreement)

THE STATE OF TEXAS

)

)

COUNTY OF ELLIS

)

Exhibit No. 1

AGREEMENT

This AGREEMENT is entered into by and between the City of Waxahachie, Texas, a home rule city and municipal corporation of Ellis County, Texas, duly acting herein by and through its City Manager, hereinafter referred to as CITY; and **OWENS CORNING INSULATING SYSTEMS, LLC**, a Delaware corporation, duly acting by and through its Authorized Officer, hereinafter referred to as OWNER.

WITNESSETH:

WHEREAS, pursuant to the City Council's adoption on the 3rd day of February, 2025, of Resolution No. 1375 (the "Policy on Economic Development Incentives"), the CITY has elected to be eligible to participate in tax abatement and has established guidelines and criteria governing tax abatement agreements entered into between the CITY and various third parties, as authorized by and in accordance with the Property Redevelopment and Tax Abatement Act, codified in Chapter 312 of the Texas Tax Code (the "Code"); and

WHEREAS, Reinvestment Zone No. 33 has been established in the City of Waxahachie for OWNER; and

WHEREAS, to maintain and/or enhance the commercial/industrial economic and employment base of the Waxahachie area to the long-term interest and benefit of the CITY; and

WHEREAS, Owens Corning, a Fortune 500® company, is a global building and industrial materials leader that provides innovative products and sustainable solutions that address energy efficiency, product safety, renewable energy and durable infrastructure; and

WHEREAS, Owens Corning has been an active corporate citizen of Waxahachie for over 60 years; and

WHEREAS, the OWNER is considering modernizing and expanding its operations with an estimated Capital Investment of at least Fifty-Six Million Dollars (\$56,000,000) so that the facility will remain a thriving member of the business community; and

WHEREAS, the OWNER has advised the CITY that a contributing factor that would induce the OWNER to modernize and expand the facility would be a Chapter 312 Agreement with the CITY to provide certain incentives to the OWNER to defray a portion of the costs of the Improvements of the facility; and

WHEREAS, the CITY has determined that an incentive to the OWNER will serve the public purpose of promoting local economic development and will contribute to the development and diversification of the economy of the State and CITY; and

WHEREAS, the CITY has reviewed the application and the proposed Agreement and hereby finds that this Agreement clearly promotes economic development in the City of Waxahachie, Texas, and, as such, meets the requirements of Article III, Section 52.(a) of the Texas Constitution by assisting in the development and diversification of the economy of the State, by helping to reduce unemployment or underemployment in the State, and by the development or expansion of commerce within the State.

NOW THEREFORE, for and in consideration of the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the CITY and OWNER agree as follows:

1. The property to be the subject of this AGREEMENT shall be that **Business Personal and Real** property described by metes and bounds and on the plat attached hereto as EXHIBIT "A" and made a part hereof and shall be hereinafter referred to as PROPERTY.
2. The OWNER shall make improvements to the PROPERTY as specifically described in Exhibit "B" (hereinafter referred to as IMPROVEMENTS) with total expenditures in the approximate amount of **\$56,000,000** in Business Personal Property investment for modification and expansion to include the installation of **\$34,000,000** in new equipment to be substantially complete on or about **December 2027** provided, that OWNER shall have such additional time to complete the IMPROVEMENTS as may be required in the event of "force majeure" if OWNER is diligently and faithfully pursuing completion of the IMPROVEMENTS. For this purpose, "force majeure" shall mean any contingency or cause beyond the reasonable control of the OWNER including, without limitation, acts of God or the public enemy, war, terrorist act, or threat thereof, riot, civil commotion, insurrection, government action or inaction (unless caused by the intentionally wrongful acts or omissions of the OWNER), fires, earthquake, volcanic eruption, impact of meteor or extraterrestrial body, meteorological event including but not limited to tornado, hurricane, or floods, explosions, strikes, slowdowns or work stoppages, plague or other epidemiological event. The date of completion of the IMPROVEMENTS shall be defined as the date the final inspection is approved by the Building Department of the City of Waxahachie. Actual construction of improvements shall begin no more than twelve (12) months from the date this agreement for tax abatement is approved. In event of non-compliance with this provision, the application shall be null and void with the right to reapply.
3. The OWNER agrees and covenants that it will diligently and faithfully, in a good and workmanlike manner, pursue the completion of the IMPROVEMENTS as a good and valuable consideration of this AGREEMENT. OWNER further covenants and agrees that all construction of the IMPROVEMENTS will be in substantial accordance with all applicable State and local laws, codes, and regulations or valid waiver thereof. In further consideration, OWNER, shall thereafter, from the date the final inspection is approved by the Building Department of the City of Waxahachie until the expiration of this AGREEMENT continuously operate and maintain the PROPERTY as a production facility, warehouse and office space for the period ending **December 2034**.

4. In the event that

- (a) the IMPROVEMENTS for which an abatement has been granted are not substantially completed in accordance with this AGREEMENT or
- (b) OWNER allows its ad valorem taxes owed the CITY to become delinquent and fails to timely and properly follow the legal procedures for protest and/or contest of any such ad valorem taxes; or
- (c) OWNER breaches in any material respect any of the terms or conditions of this AGREEMENT, or
- (d) OWNER does not comply with the terms of its applicable zoning, then this AGREEMENT shall be in default.

In the event that the OWNER defaults in its performance of either (a) or (b) or (c) or (d) above, then the CITY shall give the OWNER written notice of such default. If the default is a default under (b) or (d) above, OWNER will have 30 days from the date of the notice to cure the default. If the default is a default under (a) or (c) above, OWNER will have 90 days from the date of the notice to cure the default; provided that if OWNER promptly commences curative action and with diligence attempts to cure the default but can not cure the default within the 90 day period due to cause beyond the control of OWNER, OWNER will be granted an additional 60 days to cure the default.

If OWNER fails to cure the default within the applicable time period, this AGREEMENT may be terminated by the CITY upon delivery of written notice thereof to OWNER. Notice shall be in writing and shall be delivered by personal delivery or certified mail to OWNER as listed in Section 17.E of this AGREEMENT. As liquidated damages in the event of this AGREEMENT as a result of default by OWNER, all taxes which otherwise would have been paid to the CITY without the benefit of abatement, but solely during the period in time in which such default occurred and was continuing (interest will be charged at the statutory rate for delinquent taxes as determined by Section 33.01 of the Property Tax Code of the State of Texas, but without the addition of a penalty) will become a debt to the CITY, and shall be due, owing and paid to the CITY within sixty (60) days of the termination of this AGREEMENT as the sole remedy of the CITY subject to any and all lawful offsets, settlements, deduction, or credits to which OWNER may be entitled. The parties acknowledge that actual damages in the event of default and termination would be speculative and difficult to determine.

- 5. The parties hereto acknowledge that for the year **2026** the appraised **Real Property Improvements** less land value is **\$6,605,060**. And **Business Personal Property** value is **\$64,441,593**. Property values of supplies and inventory are specifically excluded by State Law and are not a part of this AGREEMENT.
- 6. The CITY represents and warrants that the PROPERTY does not include any property that

- is owned by a member of their respective councils or boards, agencies, commissions, or other governmental bodies approving this AGREEMENT.
7. The terms and conditions of this AGREEMENT are binding upon the successors and assigns of all parties hereto.
 8. The OWNER further agrees that the CITY, their agents and employees, shall have reasonable right of access to the PROPERTY to inspect the IMPROVEMENTS in order to insure that the construction of the IMPROVEMENTS is in substantial accordance with this AGREEMENT and all applicable state and local laws and regulations or valid waiver thereof. After completion of the IMPROVEMENTS, the CITY shall have the continuing right to inspect the PROPERTY and the IMPROVEMENTS thereon during regular business hours to insure that it is thereafter maintained and operated substantially in accordance with this AGREEMENT during the term of the AGREEMENT.
 9. Subject to the terms and conditions of this AGREEMENT, and subject to the rights of holders of any outstanding bonds of the CITY, a portion of ad valorem business personal property taxes from the PROPERTY and the IMPROVEMENTS otherwise owed to the CITY shall be abated. Said **Business Personal Property Tax Abatement** shall be an amount equal to **50%** for a period of **seven (7)** years of the taxes assessed upon the increased value of the IMPROVEMENTS over the value in the year **2026** and in accordance with the terms of this AGREEMENT and all applicable State and local regulations or valid waiver thereof; provided that the OWNER shall have the right to protest and/or contest any assessment of the PROPERTY and IMPROVEMENTS, and said abatement shall be applied to the amount of taxes finally determined to be due as a result of any such protest and/or contest. Said abatement shall extend for a period of **seven (7)** years beginning from the **1st day of January 2028** following completion of the IMPROVEMENTS (the "COMMENCEMENT DATE"). Unless earlier terminated as herein provided, this AGREEMENT shall automatically terminate on the **seventh** anniversary of the COMMENCEMENT DATE which will be the **1st day of January 2035**.
 10. The CITY shall have the right to conduct reviews, audits and inspections to evaluate the applicant's performance and compliance with the terms of the AGREEMENT after the abatement is granted. The OWNER must agree to provide to the CITY requested information promptly after request by the CITY for purposes of these reviews and audits and agree to give the CITY the right to inspect the OWNER'S operations during regular business hours.
 11. OWNER agrees that the proposed IMPROVEMENTS will allow for the retention of a minimum of **300** full-time employees at the property for the term of this AGREEMENT.
 12. To efficiently administer the AGREEMENT, all parties agree that it is necessary to be able to identify and categorize all physical assets of the OWNER as to date of acquisition, acquisition costs, and dates of termination of service. The OWNER agrees to provide annually, before April 1, a full asset listing to the Ellis County Appraisal District.

13. This AGREEMENT was authorized by resolution of the City Council at its regularly scheduled meeting on the 3rd day of August 2026 authorizing the City Manager to execute the AGREEMENT on behalf of the CITY.
14. This AGREEMENT shall constitute a valid and binding AGREEMENT between the CITY and OWNER, when executed in accordance herewith, regardless of whether any other taxing unit executes a similar agreement for tax abatement.
15. Prior to February 15th of each year, OWNER will certify to the CITY whether or not OWNER is, as of the certification date, in compliance with each applicable term of this AGREEMENT. If OWNER is not in compliance with each applicable term of this AGREEMENT, OWNER will specify in the certification the term or terms with respect to which OWNER is not in compliance.
16. The following miscellaneous provisions are a part of this Agreement:
 - A. Binding AGREEMENT. The terms and conditions of this AGREEMENT are binding upon the successors and permitted assigns of the Parties hereto.
 - B. Limitation on Liability. It is understood and agreed between the Parties that OWNER and CITY, in satisfying the conditions of this AGREEMENT, have acted independently, and CITY assumes no responsibilities or liabilities to third parties in connection with these actions.
 - C. No Joint Venture. It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the Parties.
 - D. Authorization. Each Party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this AGREEMENT. The undersigned officers and/or agents of the Parties hereto are the properly authorized officials and have the necessary authority to execute this AGREEMENT on behalf of the Parties hereto. City Manager is authorized to execute any instruments related to this AGREEMENT, including any amendments to this AGREEMENT.
 - E. Notice. Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, addressed to the Party at the address set forth below (or such other address as such Party may subsequently designate in writing), or on the day actually received if sent by courier or otherwise hand delivered.

If intended for CITY, to:

Attn: Ricky Boyd
 City Manager
 City of Waxahachie
 408 S. Rogers Street
 Waxahachie, Texas 75165

With a copy to:

Attn: Terrance S. Welch
 Bown & Hofmeister, LLP
 740 E. Campbell Road
 Suite 800
 Richardson, Texas 75181

If intended for OWNER, to:

With a copy to:

Attn: Matt Tober
Tax Leader – Indirect Tax
Owens Corning Insulating Systems, LLC
One Owens Corning Parkway
Toledo, Ohio 43659

Attn: Nicholas Malone
Legal Department
Owens Corning
One Owens Corning Parkway
Toledo, Ohio 43659

- F. Entire AGREEMENT. This AGREEMENT is the entire AGREEMENT between the Parties with respect to the subject matter covered in this AGREEMENT. There is no other collateral oral or written AGREEMENT between the Parties that in any manner relates to the subject matter of this AGREEMENT, except as provided in any Exhibits attached hereto.
- G. Governing Law. The AGREEMENT shall be governed by the laws of the State of Texas, without giving effect to any conflicts of law rule or principle that might result in the application of the laws of another jurisdiction; and exclusive venue for any action concerning this AGREEMENT shall be in Ellis County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.
- H. Amendment. This AGREEMENT may only be amended by the mutual written agreement of the Parties.
- I. Legal Construction. In the event any one or more of the provisions contained in this AGREEMENT shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the Parties to this AGREEMENT that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this AGREEMENT which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.
- J. Exhibits. All exhibits to this AGREEMENT are incorporated herein by reference for all purposes wherever reference is made to the same.
- K. Successors and Assigns. Except as otherwise permitted herein, this AGREEMENT may not be assigned without the prior written consent of CITY, which consent shall not be unreasonably withheld.
- L. Recitals. The recitals to this AGREEMENT are incorporated herein.
- M. Counterparts. This AGREEMENT may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this AGREEMENT shall survive termination.

- N. Employment of Undocumented Workers. During the term of this AGREEMENT, OWNER agrees not to knowingly employ any undocumented workers, and if convicted of a violation under 8 U.S.C. Section 1324a (f), OWNER shall repay the Sales Tax Reimbursements provided herein and any other funds received by OWNER from CITY as of the date of such violation within one hundred twenty (120) days after the date OWNER, as applicable, is notified by CITY of such violation, plus interest at the rate of four percent (4%) compounded annually from the date of violation until paid. OWNER is not liable for a violation of this section by a subsidiary, affiliate, or franchisees of OWNER or by a person with whom OWNER contracts, or any subsequent owner of the Land or any portion thereof.
- O. No Boycott of Israel. In accordance with Section 2270.002 of the Texas Government Code (as added by Tex. H. B. 89, 85th Leg. R. S. (2017), OWNER verifies that it does not boycott Israel and will not boycott Israel during the Term of this AGREEMENT.
- P. State Comptroller's List. In accordance with Section 2252.152 of the Texas Government Code (as added by Tex. S. B. 252, 85th Leg., R. S. (2017), the Parties covenant and agree that the OWNER is not on a list maintained by the State Comptroller's office prepared and maintained pursuant to Section 806.051, 807.051, 2252.153 of the Texas Government Code.
- Q. No Discrimination Against Firearm Entities. OWNER 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 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.
- R. No Boycott of Energy Companies. OWNER 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.
- S. Indemnification. OWNER, individually and on behalf of its respective officers, directors, partners, employees, representatives, agents, successors, assignees, vendors, grantees and/or trustees, does hereby agree to release, defend, indemnify and hold harmless the CITY and its elected and appointed officials, officers, employees and agents from and against all damages, injuries (including death), claims, property damages (including loss of use) losses, demands, suits, judgments and costs, including reasonable attorney's fees

and expenses (including attorney's fees and expenses incurred in enforcing this indemnity), caused by the negligent, grossly negligent, and/or intentional act and/or omission of the applicable OWNER, its officers, directors, partners, employees, representatives, agents, or any other third parties for whom such OWNER is legally responsible, in its/their performance of this AGREEMENT, including but not limited to, the construction of the Project, as contemplated herein (hereinafter "Claims"). OWNER is expressly required to defend the CITY against all such Claims arising under this AGREEMENT, and the CITY is required to reasonably cooperate and assist OWNER in providing such defense.

- T. Approval of Counsel. In its reasonable discretion, the CITY shall have the right to approve counsel to be retained by OWNER in fulfilling its obligation hereunder to defend and indemnify the CITY. The CITY reserves the right to provide a portion or all of its' own defense, at its sole cost; however, the CITY is under no obligation to do so. Any such action by the CITY is not to be construed as a waiver of OWNER'S obligation to defend the CITY or as a waiver of OWNER'S obligation to indemnify the CITY pursuant to this AGREEMENT. OWENR shall retain CITY approved defense counsel within ten (10) business days of the CITY'S written notice that the CITY is invoking its right to indemnification under this AGREEMENT.
- U. Survival. Paragraph 19, "Indemnification," and Paragraph 20, "Approval of Counsel," shall survive the termination of this AGREEMENT.
- V. Mediation. In the event of any disagreement or conflict concerning the interpretation of this AGREEMENT, and such disagreement cannot be resolved by the signatories hereto, the signatories agree to submit such disagreement to nonbinding mediation.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed.

CITY:

CITY OF WAXAHACHIE, TEXAS

By: _____

Name: _____

Title: _____

Date: _____

ATTEST:

STATE OF TEXAS

§

§

COUNTY OF ELLIS

§

This instrument was acknowledged before me on the ____ day of _____, 2026
by _____, _____ of the City of
Waxahachie, Texas, on behalf of said municipality.

Notary Public, County of Ellis,
State of Texas

OWNER:

**OWENS CORNING INSULATING SYSTEMS,
L. L. C.**
a Delaware Corporation

By: _____

Name: _____

Title: _____

Date: _____

STATE OF _____

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on the ____ day of _____, 2026
by _____, _____ of Owens Corning
Insulating Systems, LLC a Delaware corporation, on behalf of said corporation.

Notary Public, County of _____,

State of _____

Exhibit A**Legal Description and/or Depiction of the Property**

Situated in the City of Waxahachie, and being a part of the Allen W. Brown Survey, Abstract No. 102, part of the Joseph Berson Survey, Abstract No. 104, part of the S. A. and M. G. Railroad Company Survey, Abstract No. 1053 and part of the William Welch Survey, Abstract No. 1158, and being more particularly described in two tracts as follows:

FIRST TRACT:

BEGINNING at an iron rod set for corner at the Northeast corner of said Welch Survey, said point being the Northeast corner of the 127.59 acres described as the First Tract in a deed from Mrs. Leta Mae Hight, to Owens-Corning Fiberglas Corporation, recorded in Volume 491, Page 62 of the Deed Records of said County, said point being the Northwest corner of the 6.85 acres conveyed by the Herald of Healing, Inc., to said Fiberglas Corporation and described in Volume 491, Page 61, of said Deed Records;

THENCE North 89 degrees 14 minutes East a distance of 186.72 feet to an iron rod set for corner at the Westerly corner of that certain tract conveyed to the City of Waxahachie by deed recorded in Volume 728, Page 685, Deed Records, Ellis County, Texas, and the beginning of a curve to the right having a radius of 590.4 feet;

THENCE Easterly along said curve having, a chord bearing of South 79 degrees 07 minutes 48 seconds East, a chord distance of 238.17 feet, an arc length of 239.82 feet to an iron rod set for corner in the West line of the M. K. & T, Railroad Company 100 foot right-of-way, said point also being the Southeast corner of the aforementioned City of Waxahachie tract;

THENCE South 17 degrees 17 minutes West along the West line of said M. K. & T. Railroad Company right-of-way a distance of 4,460.42 feet to a 1/2" iron rod found for corner,

THENCE North 80 degrees 38 minutes West a distance of 1,997.5 feet to a 3/8" iron rod set in the East line of Interstate Highway No. 35E (300' R.O.W.);

THENCE North 34 degrees 35 minutes East along the East line of said Highway a distance of 2,397.64 feet to a 3/8" iron rod set at the beginning of a curve to the left having a radius of 5,879.65 feet;

THENCE Northerly along said curve having a chord bearing of North 25 degrees 56 minutes East, a chord distance of 1,768.57 feet, and an arc length of 1,775.31 feet to an iron rod set for corner at the end of said curve;

THENCE North 17 degrees 17 minutes East continuing along the Easterly line of said Highway a distance of 210.7 feet to an iron rod set for corner at the Southerly earner of that certain tract conveyed to the State of Texas by deed recorded in Volume 452, Page 112, Deed Records, Ellis

County, Texas;

THENCE along the Southern extremity of said State of Texas tract North 53 degrees 36 minutes East a distance of 80.6 feet to an iron rod set for corner, North 89 degrees 55 minutes East a distance of 382.8 feet to an iron rod set for corner, North 26 degrees 29 minutes East a distance 16.35 feet to an iron rod set for corner in the curving South line of that certain tract conveyed to the City of Waxahachie by deed recorded in Volume 728, Page 685, Deed Records, Ellis County, Texas;

THENCE Easterly along said curve to the right having a radius of 590.4 feet, a chord bearing of North 81 degrees 05 minutes 50 seconds East, a chord distance of 167.12 feet, and an arc Length of 167.68 feet to an iron rod set at the end of curve;

THENCE North 89 degrees 14 minutes East a distance of 5.9 feet to the Place of Beginning and containing 134.31 acres of land.

SECOND TRACT:

Being a part of the Joseph Berson Survey, Abstract No. 104, part of the S. A. and M. G. Railroad Survey, Abstract No. 1053, and part of the William Welch Survey, Abstract No. 1158, and being more particularly described as follows: BEGINNING at an iron rod set for corner in the center of a public road at the Northwest corner of said Welch Survey, said point also being the Northwest corner of a 48.39 Acre tract deeded by E. P. and Mable Phillips in deed recorded in Volume 491, Page 351 of the Deed Records of Ellis County, Texas:

THENCE North 89 degrees 37 minutes East with the North line of said Welch Survey a distance of 1,422.2 feet to the Northeast corner of said Phillips tract and the upper Northwest corner of Tract 2 in deed to Owens-Corning by Leta Mae Hight in deed recorded in Volume 491, Page 62 of said Deed Records;

THENCE North 89 degrees 06 minutes East with the North line of said Welch Survey a distance of 335.7 feet to the Northeast corner of said Second Tract, an iron rod set for corner;

THENCE with the Easterly lines of Second Tract South 00 degrees 05 minutes East a distance of 40.00 feet to an iron rod set for corner, South 30 degrees 40 minutes East a distance of 127.6 feet to an iron rod set for corner, North 89 degrees 55 minutes East a distance of 252.0 feet to an iron rod set for corner, and South 36 degrees 24 minutes East a distance of 59.2 feet to an iron rod set for corner in the West line of Interstate Highway No. 35E (300' R.O.W.);

THENCE South 17 degrees 17 minutes West along said right-of-way line a distance of 129.49 feet to an iron rod set for corner at the beginning of a curve to the right having a radius of 5,579.65 feet;

THENCE Southerly along said curve having a chord bearing of South 25 degrees 56 minutes West, a chord distance of 1,678.34 feet, an arc length of 1,684.73 feet to an iron rod set at the end of said curve;

THENCE South 34 degrees 35 minutes West along said right-of-way a distance of 2,152.44 feet to an iron rod set at the Southeast corner of the aforementioned Second Tract;

THENCE with the South lines of said tract North 55 degrees 21 minutes West a distance of 64.9 feet to an iron rod set for corner and South 89 degrees 56 minutes West a distance of 40.0 feet to an iron rod set at the Southwest corner of said Second Tract, same being in the centerline of the county road and on the West line of said Berson Surveys;

THENCE North 00 degrees 22 minutes West with the center of said county road and the West line of said Second Tract at 2,066.1 feet past the upper Northwest corner of said Second Tract and the Southwest corner of said Phillips tract, in all 3,550.5 feet to the Place of Beginning and containing 103.25 Acres of land.

SAVE AND EXCEPT FROM THE ABOVE TWO TRACTS:

All that certain lot, tract or parcel of land situated in Ellis County, Texas, and being two tracts of land out of a 134.44 acre tract conveyed to Owens Corning Corporation by deeds recorded in Volume 491, Page 62 and Volume 440, Page 66, Deed Records, Ellis County, said tracts being more particularly described as Tract 1 and Tract 2 as follows:

Tract 1:

BEGINNING at a point for corner in the East line of right-of-way conveyed to the State of Texas for an interchange on Interstate Highway 35-E, said point being a re-entrant corner in the North line of said Owens Corning tract, and being a re-entrant corner in the South line of a 45.34 acre tract of land conveyed to the Lofland Company by deed recorded in Volume 533, Page 1 088, and Volume 536, page 35, Deed Records, Ellis County, Texas;

THENCE North 89 deg. 35 min. 12 sec. East, with the common line between said Owens Corning tract and Lofland tract, a distance of 165.15 feet to a point for corner, said point being the beginning of a curve to the left, the center of which bears South 00 deg. 24 min. 48 sec. East, a distance of 590.4 feet from said point;

THENCE in a Westerly direction with said curve to the left through a central angle of 16 deg. 14 min. 50 sec., an arc distance of 167.42 feet to a point for corner in the East line of said highway interchange right-of-way;

THENCE North 00 deg. 20 in. 00 sec. West, with said right-of-way line, a distance of 23.58 feet to the PLACE OF BEGINNING, and containing 1,287 square feet of land.

Tract 2:

BEGINNING at a point for corner in the West right-of-way line of the M. K. & T. Railroad 100-foot wide right-of-way, said point being the Northeast corner of said Owens Corning 134.33 acre tract;

THENCE South 17 deg. 07 min. 00 sec. West, with the West right-of-way line of the M. K. & T.

Railroad, a distance of 50.57 feet to a point for corner, said point being a curve to the left, the center of which bears South 22 deg. 54 min. 17 sec. West, a distance of 590.4 feet from said point;

THENCE in a westerly direction with said curve to the left through a central angle of 23 deg. 19 min. 05 sec., an arc distance of 240.28 feet to a point for corner in the common line between said Owens Coming tract and said Lofland tract;

THENCE North 89 deg. 35 min. 12 sec. East, with said common line, a distance of 248.93 feet to the PLACE OF BEGINNING and containing 4,060 square feet of land.

###

Exhibit B

Improvements to the Property

To be completed by Owens Corning



Memorandum

To: Honorable Mayor and City Council

From: Cassandra Carroll, Economic Development Director

Thru: Ricky Boyd, City Manager *RB*

Date: August 3, 2026

Re: Consideration of a Resolution nominating Owens Corning Insulating Systems, LLC to the Office of the Governor, Economic Development and Tourism through the Economic Development Bank as a Texas State Enterprise Project.

Recommended Motion: I move to adopt Resolution authorizing the nomination of Owens Corning Insulating Systems, LLC to the Office of the Governor, Economic Development and Tourism through the Economic Development Bank as a Texas State Enterprise Project.

Item Summary: The City of Waxahachie passed Ordinance No. 2784 on March 2, 2015, electing to participate in the Texas Enterprise Zone Program. Owens Corning Insulating Systems, LLC located at 3700 N. Interstate 35, Waxahachie, Texas wishes to pursue designation as an Enterprise Project and has petitioned the City to nominate the company to the State of Texas. City staff have determined that the company meets the State's criteria as outlined in the Resolution. Criteria include a certain level of new investment and hiring at least 35% of their employees who are residents of economically disadvantaged census areas or an existing enterprise zone or that are veterans. As an Enterprise Project, Owens Corning will be eligible for annual reimbursements of a portion of their state sales and use taxes.

Fiscal Impact: The City's participation in the Enterprise Zone Program encourages significant private investment within the community and helps provide employment to those that are economically disadvantaged. There is no negative impact to the City's ad valorem or sales tax receipts.

RESOLUTION NO. _____**A RESOLUTION AUTHORIZING THE NOMINATION OF OWENS CORNING INSULATING SYSTEMS, LLC TO THE OFFICE OF THE GOVERNOR ECONOMIC DEVELOPMENT AND TOURISM THROUGH THE ECONOMIC DEVELOPMENT BANK AS A TEXAS STATE ENTERPRISE PROJECT.**

WHEREAS, the City of Waxahachie ("City") has previously passed Ordinance No. 2784, approved March 2, 2015, electing to participate in the Texas Enterprise Zone Program, and the local incentives offered under this resolution are the same on this date as were outlined in City Ordinance No. 2784; and

WHEREAS, the Office of the Governor Economic Development and Tourism, through the Economic Development Bank, will consider **Owens Corning Insulating Systems, LLC (Owens Corning)** as an enterprise project pursuant to a nomination and an application made by the City; and

WHEREAS, the City desires to pursue the creation of the proper economic and social environment in order to induce the investment of private resources in productive business enterprises located in the City and to provide employment to residents of enterprise zones, veterans and to economically disadvantaged individuals; and

WHEREAS, pursuant to Chapter 2303, Subchapter F of the Texas Enterprise Zone Act, Texas Government Code (the "Act"), **Owens Corning** has applied to the City for designation as an enterprise project; and

WHEREAS, the City finds that **Owens Corning** meets the criteria for designation as an enterprise project under Chapter 2303, Subchapter F of the Act on the following grounds:

- a) **Owens Corning** is a "qualified business" under Section 2303.402 of the Act since it will be engaged in the active conduct of a trade or business at a qualified business site within the governing body's jurisdiction, located outside of an enterprise zone and at least thirty-five percent (35%) of the business' new employees will be residents of an enterprise zone, veterans, or economically disadvantaged individuals; and
- b) There has been and will continue to be a high level of cooperation between public, private and neighborhood entities within the area; and
- c) The designation of **Owens Corning** as a Texas Enterprise Project will contribute significantly to the achievement of the plans of the City for development and revitalization of the area.

WHEREAS, the City finds that **Owens Corning** meets the criteria for tax relief and other incentives adopted by the City and nominates **Owens Corning** for an enterprise project status on the grounds that this enterprise project will be located at the qualified business site, will create a higher level of employment, economic activity and stability in the area;and

WHEREAS, the City finds that it is in the best interest of the City to nominate **Owens Corning** as an enterprise project pursuant to the Act;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WAXAHACIE, TEXAS THAT:

SECTION 1. That the findings of the City and its actions approving this Resolution taken at the council meeting are hereby approved and adopted.

SECTION 2. That **Owens Corning** is a "qualified business" as defined in Section 2303.402 of the Act, and meets the criteria for designation as an enterprise project, as set forth in Chapter 2303, Subchapter F of the Act.

SECTION 3. The Enterprise Project shall take effect on the date of designation of the enterprise project by the Office of the Governor, Economic Development and Tourism and terminate five years from the date of designation.

SECTION 4. That this Resolution shall take effect immediately upon its passage and approval.

ATTEST:

Amber Villarreal
City Secretary

Billie Wallace
Mayor



Memorandum

To: Honorable Mayor and City Council

From: James Gaertner, P.E., CPM, Director of CIP Engineering

Thru: Ricky Boyd, City Manager

Date: August 3, 2026

Re: Consider Budget Transfer for Alpine Wastewater Oversize Participation

Recommended Motion: "I move to approve the budget transfer from Wastewater Impact Fees to Project Number 438 related to the Alpine Wastewater Oversize Participation in an amount not to exceed \$49,359 and authorize the City Manager to execute all necessary documents."

Item Description: Consider the budget transfer related to the Alpine Development wastewater oversize participation.

Item Summary: The City has a developer's agreement with ASD Palmetto Infrastructure LLC (Alpine development near FM 878 and FM879) related to the offsite water and wastewater oversize participation. The oversize participation is to increase the water line and wastewater line sizes to serve the future developments around the proposed Alpine Development per our Water and Wastewater Master Plans.

The proposed 4,200 feet of water line will be oversized from 12-inches to 16-inches in diameter, and the city has budgeted sufficient funds to cover the \$343,903 water oversize participation. The 6,300 feet of wastewater line will be oversized from 12-inch to 15-inch diameter, however an additional \$49,359 will be necessary to supplement the budgeted \$367,000, totaling \$416,359 for the wastewater oversize participation.

Fiscal Impact: The oversize of the wastewater line is impact fee eligible. City staff requests a \$49,359 budget transfer from Wastewater Impact Fees to Project Number 438.