

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 **October 5, 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 September 21, 2026
- b. Meeting of the City Council work session of September 16, 2025
- c. Event Application for Trunk 'N' Treat Spooktacular to be held October 30, 2026 at Getzendaner Park
- d. Event Application for LaFrance Fire Truck's 100th Birthday to be held December 6, 2026 at Railyard Park

- e. Event Application for 13th Annual Santa Run to be held December 12, 2026 at Railyard Park
 - f. Event Application for Brave Like Ellie Warrior Walk and Run to be held September 11, 2027 at Getzendaner Park
 - g. Omnibus Ordinance authorizing the release from the City of Waxahachie's Extraterritorial Jurisdiction (ETJ) comprised of three (3) parcels of land totaling approximately 18.311 acres, known as Case Nos. ETJ-PTN-122-2026, ETJ-PTN-123-2026, and ETJ-PTN-124-2026, requested by multiple property owners pursuant to Subchapter D of Chapter 42 of the Texas Local Government Code. (Property IDs: 154620, 190834 & 207865)
 - h. Interlocal Cooperation Agreement with GRBK Edgewood, LLC for Roadway Improvements within the City of Waxahachie's city limits and ETJ
 - i. Funding request for Oddfest 2026 in the amount of \$5,900 from the Waxahachie Community Development Corporation (WCDC) fund
 - j. Professional Services Agreement for the US 77 36-Inch Water Transmission Main Project in the amount of \$507,566
 - k. Professional Services Agreement for the 2027 Water and Sewer Rehabilitation Project in the amount of \$493,000
7. **Public Hearing** on a request by Jeremy Nelson, Westfall Engineering, for a Specific Use Permit (SUP) for a Unified Lot Sign for a Child Daycare Center within a General (GR) zoning district located at 1328 and 1332 Brown Street (Property ID(s): 295112 and 295113) Owner(s): Desert Owl Realty, LLC and Buffalo Creek Plaza LLC (ZDC-83-2026)
8. **Consider** proposed Ordinance approving ZDC-83-2026
9. **Consider** Development Agreement for ZDC-83-2026
10. **Public Hearing** on a request by Derek McCall, Tanner Consulting, for a Specific Use Permit (SUP) for a Drive-Thru Establishment use, including requested deviations from base site plan, parking, and landscape plan regulations for a restaurant with a drive-thru within a Planned Development-General Retail (PD-GR) zoning district located at 504 N Hwy 77 (Property ID: 172327) Owner: Mark Godwin, Retail Buildings, INC (ZDC-60-2026)
11. **Consider** proposed Ordinance approving ZDC-60-2026
12. **Public Hearing** on a request by Kevin McIntosh, Bomac Wax Investments, LLC, to amend a Specific Use Permit (SUP) for a Unified Lot Sign use and providing for deviations from the base sign regulations for a multi-tenant shopping center within a Planned Development-42-Commercial (PD-42-C) zoning district located at the 100 block of Bessie Coleman Blvd (Property ID: 223131) Owner: Bomac Wax Investments, LLC (ZDC-117-2026)
13. **Consider** proposed Ordinance approving ZDC-117-2026
14. **Public Hearing** on a request by Patrick McGee, HighPark Capital, LLC for a Zoning Change from a Commercial (C) zoning district to a Planned Development-Multi-Family-2 (PD-MF-2) zoning district, located at 1761 N US Highway 77 (Property ID 186874) – Owner(s): Ferris Avenue Baptist Church DBA The Avenue (ZDC-54-2026)
15. **Consider** proposed Ordinance approving ZDC-54-2026

16. **Consider** Development Agreement for ZDC-54-2026
17. **Consider** professional Services Agreement for the Peter Street Reconstruction Project in the amount of \$337,000
18. **Consider** approving proposal for 216 N. College
19. **Consider** a contract with Key Construction for the construction of the new Fire Station 1 located at 1475 Spur 394 for the Guaranteed Maximum Price of \$10,789,111
20. **Consider** acceptance of the FEMA Staffing for Adequate Fire and Emergency Response (SAFER) Grant in the amount of \$3,873,662.73 for the hiring and funding of 15 firefighters
21. **Consider** approval of supplemental appropriation from the General Fund unrestricted reserve in the amount of \$1,274,481 for the acceptance of SAFER Grant
22. **Consider** proposed Ordinance for four-member staffing on fire apparatuses assigned to the structural fire emergency responses
23. **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, and consultation with City Attorney regarding legal issues associated with Article XI, Chapter 2 of the Code of Ordinances as permitted by Texas Government Code Section 551.071, and all matters incident and related thereto
24. **Reconvene** and take any necessary action
25. Comments by Mayor, City Council, City Attorney and City Management
26. 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 September 21, 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 recognizing September as "Childhood Cancer Awareness Month"
- c. Present Proclamation recognizing October 4, 2026 as "Farm Heritage Day"
- d. Present Keep Waxahachie Beautiful Committee Pride in Neighborhood (PIN) Award

Council Member Chris Wright introduced Steve Chapman as Honorary Council Member for the month of September and presented him with a Certificate of Appreciation. Mr. Chapman is a lifelong resident of Waxahachie who has been deeply involved in the community for decades. He was married to his hometown sweetheart, Hilda Harbin, for nearly 50 years and raised two children, Jim and Jill.

A graduate of SMU and SMU Law, Mr. Chapman practiced law in Waxahachie for more than 55 years, specializing in real estate, business, and probate law. He also served as Waxahachie's City Attorney for more than 50 years, attending over 2,000 City Council meetings and earning a reputation for working effectively with elected officials and the community.

Beyond his professional career, Mr. Chapman has chaired numerous local organizations and is known for his extensive collection of classic automobiles and his knowledge of Waxahachie history. He is described as a friend to everyone, an enemy to none, and a trusted advisor whose decades of service have made a lasting impact on the community.

(wa)

Mayor Pro Tem Travis Smith presented a proclamation recognizing September as “Childhood Cancer Awareness Month.”

Mayor Wallace presented a proclamation recognizing October 4, 2026 as “Farm Heritage Day.”

Forrest John, on behalf of the Keep Waxahachie Beautiful Committee, presented the Pride in Neighborhood (PIN) award to Dr. Faustina Gallagher at 230 Dakota Drive.

5. Public Comments

Darlene Miller, 240 Parks School House Road, Waxahachie, Texas, thanked Mayor Billie Wallace, the City Council, City Manager, City Attorney, and others for supporting efforts to advocate for animals. Ms. Miller expressed support for the proposed site for a new animal shelter, noting that the Pet Coalition also supports the proposal. She thanked everyone who came out to support the Pet Coalition at the auction and expressed her appreciation to Mayor Wallace for providing financial assistance to help a family adopt a dog by covering its heartworm treatment.

Chris Davis, Chair of the Park Board, 401 N. Rogers, Waxahachie, Texas, emphasized that Lions Park redevelopment should consider the City’s approximately 2,500 youth sports participants and the community’s strong interest in a wheel/skate park. Mr. Davis advocated for maintaining natural-grass practice fields, citing the Parks Department’s ability to keep existing fields in good condition despite extreme heat and drought. He also raised environmental concerns about synthetic turf, plastic, petroleum-based materials, and expanded parking, and referenced a parks professional who advised against turf. Finally, Mr. Davis noted that the Park Board had previously supported a plan featuring natural-grass practice fields rather than the current turf-focused proposal.

6. Consent Agenda

- a. Minutes of the City Council meeting of September 8, 2026
- b. Minutes of the City Council special meeting of September 1, 2026
- c. Downtown Building Improvement Program Grant Application for 114 W. Main
- d. Downtown Building Improvement Program Grant for 208 W Main and 105 N Rogers
- e. Omnibus Ordinance authorizing the release from the City of Waxahachie’s Extraterritorial Jurisdiction (ETJ) of five (5) designated tracts comprising ten (10) parcels of land totaling approximately 71.99 acres, known as Case Nos. ETJ-PTN-80-2026, ETJ-PTN-107-2026, ETJ-PTN-108-2026, ETJ-PTN-116-2026, and ETJ-PTN-120-2026, requested by multiple property owners pursuant to Subchapter D of Chapter 42 of the Texas Local Government Code. (Property IDs: 181684, 308113, 304066, 185055, 180418, 180419, 180494, 200230, & 205078)
- f. Agreement with MuniCap, Inc. for Public Improvement District (PID) consultant
- g. Resolution authorizing execution of agreements for Routine Airport Maintenance Program (RAMP) Grant

ORDINANCE NO. 3756

AN ORDINANCE AUTHORIZING THE RELEASE FROM THE CITY OF WAXAHACHIE’S EXTRATERRITORIAL JURISDICTION OF FIVE (5) DESIGNATED

(ua)

TRACTS COMPRISING TEN (10) PARCELS OF LAND TOTALING APPROXIMATELY 71.99 ACRES, KNOWN AS CASE NUMBERS ETJ-PTN-80-2026, ETJ-PTN-107-2026, ETJ-PTN-108-2026, ETJ-PTN-116-2026, AND ETJ-PTN-120-2026, AND ORDERING THE CHANGING OF THE CITY OF WAXAHACHIE'S EXTRATERRITORIAL JURISDICTION BOUNDARY MAP IN ACCORDANCE WITH SAID CHANGE.

RESOLUTION NO. 1420

A RESOLUTION OF THE CITY OF WAXAHACHIE, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR GRANT FUNDS FOR THE ROUTINE AIRPORT MAINTENANCE PROGRAM; PROVIDING AN EFFECTIVE DATE.

Action:

Tres Atkins moved to approve all items on the Consent Agenda authorizing the City Manager and/or Mayor to execute all necessary documents. Motion was seconded by Chris Wright and carried unanimously (5-0).

- 7. Public Hearing on a request by Corey Riley, for a Specific Use Permit (SUP) for a Short-Term Rental use within a Single-Family-2 zoning district located at 106 Trinity Lane (Property ID 172884) - Owners: Cory Riley and Brooke Riley (ZDC-89-2026)**

Planning Director Trenton Robertson presented the Item. The applicant requests a SUP for short-term rental use at 106 Trinity Lane due to its location within the SF-2 zoning district. The subject property consists of a primary structure being approximately 1,705 square feet in size with four (4) bedrooms and an attached two car garage. The garage will be accessible to guests and there is sufficient space in the driveway to accommodate two vehicles. There will be a maximum of ten (10) guests. Four vehicles are the maximum number of allowed vehicles. The applicant was operating the property as a Short-Term Rental but has ceased operations until the approval of this SUP. 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 located approximately 15 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, 93 notices were mailed to property owners within 200 feet of the request. Staff received eight (8) letters of support, a majority of those received our from outside of the City, and three (3) letters of opposition to the case.

Mayor Wallace opened the public hearing at approximately 7:29 p.m.

Emily Reed, Property Manager, 327 S. Centre, Lancaster, Texas, requested approval. Ms. Reed explained they had met the required regulations and added additional safety measures, while explaining that the primary goal was to operate the property as a midterm rental with occasional short-term bookings to make the business financially viable.

(ua)

Council members expressed concern that there appeared to be little neighborhood support for the rezoning, noting that much of the submitted support came from people outside the area and that at least one nearby resident had repeatedly opposed the proposal. The applicant clarified that if the request were denied, the property would remain a furnished midterm rental with a 30-day minimum stay.

There being no others to speak for or against the item, Mayor Wallace closed the public hearing at approximately 7:35 p.m.

Council members expressed concerns about approving short-term rentals when there is opposition from neighboring residents.

8. Consider proposed Ordinance approving ZDC-89-2026

Action:

Travis Smith moved to deny ZDC-89-2026, a Specific Use Permit for a Short-Term Rental use. Motion was seconded by Patrick Souter and carried unanimously (5-0).

9. Public Hearing on a request by Hilda Bailey, for a Specific Use Permit (SUP) for an Accessory Structure Greater than or Equal to 700 S.F. use within a Planned Development Single-Family-1 zoning district located at 2790 Eastham Way (Property ID 190456) - Owners: Hilda Bailey and Ronald Bailey (ZDC-81-2026)

Mr. Robertson presented the Item. The applicant requests a Specific Use Permit (SUP) for an accessory structure exceeding 700 square feet use at 2790 Eastham Way. This will be the only accessory structure on the property, and the structure will be 825 square feet. Per the City of Waxahachie Zoning Ordinance, accessory structures exceeding 700 square feet require an SUP to be approved by the City Council.

To comply with State law contained in Local Government Code Chapter 211 and the City's public hearing notice requirements, 14 notices were mailed to property owners within 200 feet of the request. Staff received no letters of support and no letters of opposition.

Mayor Wallace opened the public hearing at approximately 7:39 p.m.

There being no others to speak for or against the item, Mayor Wallace closed the public hearing at approximately 7:39 p.m.

10. Consider proposed Ordinance approving ZDC-81-2026

ORDINANCE NO. 3757

AN ORDINANCE AUTHORIZING A SPECIFIC USE PERMIT (SUP) TO PERMIT AN ACCESSORY STRUCTURE +700SF USE WITHIN A PLANNED DEVELOPMENT-SINGLE-FAMILY-1 ZONING DISTRICT, LOCATED AT 2790 EASTHAM WAY, BEING PROPERTY ID 190456, IN THE CITY OF WAXAHACHIE, ELLIS COUNTY, TEXAS,

(6a)

AND ORDERING THE CHANGING OF THE ZONING MAP THEREOF IN ACCORDANCE WITH SAID CHANGE.

Action:

Travis Smith moved to approve ZDC-81-2026, a Specific Use Permit for an Accessory Structure greater than or equal to 700 S.F., subject to the conditions of the staff report, authorizing the City Manager and/or Mayor to execute all necessary documents. Motion was seconded by Tres Atkins and carried unanimously (5-0).

11. Public Hearing on a request by Susan Dixon for a Specific Use Permit (SUP) for an Accessory Structure greater than or equal to seven hundred (700) square feet, use within a Future Development (FD) zoning district located at 109 Crystal Cove, (Property ID 218977) – Owner: Howard & Susan Dixon (ZDC-77-2026)

Mr. Robertson presented the Item. The applicant proposes a Specific Use Permit (SUP) to construct a 617 square-foot addition (workshop) to an already existing 644 square foot accessory structure at 109 Crystal Cove. The existing accessory structure received a building permit on August 30, 2021. Per the City of Waxahachie Zoning Ordinance, an SUP is required when an accessory structure is greater than or equal to 700 square feet. The proposed workshop will be attached by the same roof line and by means of a screened in breezeway. This makes the square footages additive, which then causes the accessory structure to exceed 700 sq ft. triggering the need for an SUP. If it were detached the total sum of each structure would still trigger an SUP for being in excess of 1,000 sq ft. The primary structure on the subject property is approximately 4,262 square feet.

The applicant has provided a Site Plan for the accessory structure that verifies all setback requirements established by the Waxahachie Zoning Ordinance have been met.

The applicant proposes utilizing the structure for a home office, exercise and fitness room, hobby space, general household storage, pool restroom, and changing area. The structure will not be leased, sold separately, or used as a short-term rental. The applicant will be extending the water and electrical services from the primary structure to the proposed accessory structure.

In accordance with Chapter 211 of the Texas Local Government Code and the City's public hearing notification requirements, 11 notices were mailed to property owners located within 200 feet of the subject property. Staff has received zero (0) letters in support of the request and zero (0) letters expressing concerns regarding the Special Use Permit (SUP) request.

Mayor Wallace opened the public hearing at approximately 7:41 p.m.

There being no others to speak for or against the item, Mayor Wallace closed the public hearing at approximately 7:41 p.m.

12. Consider proposed Ordinance approving ZDC-77-2026

ORDINANCE NO. 3758

(wa)

AN ORDINANCE AUTHORIZING A SPECIFIC USE PERMIT (SUP) TO PERMIT AN ACCESSORY STRUCTURE GREATER THAN OR EQUAL TO 700 SQUARE FEET USE WITHIN A FUTURE DEVELOPMENT (FD) ZONING DISTRICT, LOCATED AT 109 CRYSTAL COVE BEING PROPERTY ID 218977, IN THE CITY OF WAXAHACHIE, ELLIS COUNTY, TEXAS, BEING LOT 1R, BLOCK B OF THE CRYSTAL COVE ESTATES SUBDIVISION, AND ORDERING THE CHANGING OF THE ZONING MAP THEREOF IN ACCORDANCE WITH SAID CHANGE.

Action:

Tres Atkins moved to approve ZDC-77-2026, a Specific Use Permit for an Accessory Structure exceeding 700 S.F., use within a Future Development zoning district, subject to the conditions of the staff report, authorizing the City Manager and/or Mayor to execute all necessary documents. Motion was seconded by Chris Wright and carried unanimously (5-0).

13. Public Hearing on a request by Patrick McGee, HighPark Capital, LLC for a Zoning Change from a Commercial (C) zoning district to a Planned Development-Multi-Family-2 (PD-MF-2) zoning district, located at 1761 N US Highway 77 (Property ID 186874) – Owner(s): Ferris Avenue Baptist Church DBA The Avenue (ZDC-54-2026)

Mr. Robertson presented the Item. The applicant proposes to rezone the subject property to allow for the development of three (3) four-story multifamily buildings consisting of a total of 314 apartment units. The units range from 196 one-bedroom units & 118 two-bedroom units with a gross density of 24.84 units per acre. It should be clearly understood that all three proposed buildings will be located on one single platted lot, and the applicant intends to lease each individual unit. Despite the current zoning of Commercial (C), which does not allow multi-family developments by right, the future land use plan Placetype of “Urban Village” of the 2023 Waxahachie Comprehensive Plan is consistent with this specific type of residential development recommended for this area as it is centered around walkability and is pedestrian focused.

The applicant has provided a Site Plan for the subject property, which is designed for a total of three (3) four-story multi-family buildings, fully enclosed attached & detached parking garages, carports, a trail connection, and other associated amenities. The site plan is proposed to be developed in seven (7) phases, as shown in the Phasing Plan (Exhibit G) consistent with the applicant’s Development Standards (Exhibit E). The specific sequencing of the proposal is as follows:

- Phase 1 – Clubhouse, entry drive, dog park, trash compactor, and adjacent fire lanes.
- Phase 2 – North section of Building 1-A, pool and amenity courtyard, adjacent fire lanes, Carports C1 & C2, and Detached Garages G1 and G2.
- Phase 3 – South section of Building 1-A, rear and side fire lanes, Carports C11 and C12, and Detached Garages G8 & G9.
- Phase 4 – Fire lanes north of Building 1-A and Detached Garages G3 & G4.
- Phase 5 – Building C-3, pickleball court, adjacent fire lanes, and Carports C3 & C5.
- Phase 6 – North section of Building 2-B, adjacent fire lanes, putting green courtyard, Carports C4, C6, C7, & C8, and Detached Garage G5.
- Phase 7 – South section of Building 2-B, adjacent fire lanes, exit drive and turnaround for the proposed YMCA Drive Extension, Carports C9 & C10, and Detached Garages G6 & G7.

(6a)

<u>Standard</u>	<u>Base MF-2</u>	<u>Proposed PD</u>
Height	3 stories for the main building(s)	4 stories for the main building(s)
Dwelling Units Per Acre (DUA)	18 DUA	24.84 DUA
Maximum Height	3 stories	4 stories
Minimum Dwelling Size	800 SF (3-bedroom units)	800 SF (1–2-bedroom units)
Minimum Utility Easement	15'	15'
Minimum Front Yard Setback	25' up to 100'	25'
Minimum Side Yard Setback	25' up to 100'	25'
Minimum Rear Yard Setback	75'	25'
Parking Regulations	Minimum of 1.5 for 1–2-bedroom units and 2.5 for 3+ bedroom units. (12 spaces total with a minimum of 5 attached garage spaces.)	Minimum of one and-a-half (1.5) off-street parking spaces per unit (covered or uncovered) with a minimum of 72 carports, 72 detached garages, and 23 attached garage spaces
Screening	6' masonry wall directly adjacent to Single Family and Non-Residential zoning districts.	6' masonry wall directly adjacent to Single Family and Non-Residential zoning districts.

Staff note: engineering design standards and fire codes are not waived by any adopted PD.

All three proposed structures will be located on one (1) platted lot and are not proposed to be individually platted. Access has been designed to account for future right-of-way dedication adjacent to the southern and eastern side of the property. The site has also been generally designed to meet the minimum setback requirements of the Multi-Family-2 (MF-2) zoning district; which is the base zoning for this Planned Development request. However, the applicant is requesting to deviate from the base zoning requirement to allow for a 25' rear setback instead of a 75' for this development. Dumpsters will be properly screened and landscaping has been spaced throughout the proposed development, as required by the Waxahachie Zoning Ordinance. In addition to the proposed trail connection, the applicant is proposing to install a 5' wide concrete pedestrian sidewalks throughout the property and along all three main structures to encourage walkability from all areas of the subject property.

The Site Plan has also been designed to account for future right-of-way (ROW) dedication for an extension of YMCA Drive & Marketplace Boulevard, each of which will be 60' wide.

PROPOSED PD DEVELOPMENT STANDARDS

(lea)

The following table identifies the development standard requirements in the base MF-2 zoning district in comparison to the proposed development standards for this PD. **Items highlighted in bold indicate a deviation from the base Multi Family-2 (MF-2) requirements.*

The applicant proposed to exceed the minimum parking requirement for the total amount of spaces for this proposal. A total of 471 parking spaces are required for the development based on the unit count, of which a minimum of 236 spaces are required to be provided as an attached garage parking space. The proposal includes a total of 472 parking spaces; which are comprised of 72 detached garages, 23 attached garage spaces, 72 carport spaces, and 305 surface spaces; with an overall percentage total of 35% covered parking. This is a deviation from the base zoning of MF-2, and this deviation is part of the applicant's overall Planned Development request.

<u>Categories</u>	<u>Base MF-2 Minimum Required Parking</u>	<u>Provided Parking</u>
Total Parking	471	472
One-half of the minimum required parking shall be provided in attached fully enclosed parking garages	235.5 (50%)	23 (5%)
Detached Garage Spaces	N/A	72 (15%)
Covered Carports	N/A	72 (15%)
Surface Spaces	235.5 (50%)	305 (65%)

The applicant has provided an Elevation/Façade Plan for the proposed development. The primary exterior construction materials proposed for this development feature a combination of brick, stone, stucco, and fiber cement siding. All three (3) proposed buildings will feature the same overall design, including color scheme. The proposed structures will feature a flat roof design with a TPO membrane, which provides a more modern residential aesthetic that is not uncommon amongst many new multi-developments throughout the region. The building roof itself shall be screened by the parapet walls. However, not all three buildings are configured uniformly, as building(s) 1-A & 2-B are "u-shaped" with each ranging from 38,358-38,707 square feet in total floor area. Whereas building 3-C is a general mid-rise structure that is 24,079 square feet in floor area. All proposed structures meet the minimum articulation and design element requirements of the Waxahachie Zoning Ordinance. Exhibit B can be referenced for additional detail regarding the proposed elevations.

The applicant is proposing two (2) points of access for the proposed development. One (1) point of access will be from a YMCA drive extension and two (2) from a proposed Marketplace Boulevard extension, both of which are to be public streets. Both of these points of access will be dedicated via a plat for the subject property. The proposed development also contains a form of access control, which includes a gated primary entry with a call box system. Additionally, the applicant is proposing a walking-trail connection to the YMCA trail to encourage walkability. This trail connection would contain two (2) pedestrian access gates that are each accessible via a 5' concrete sidewalk inside the subject property. This connection will provide an access point into an offsite trail network which encourages walkability to the surrounding community.

(6a)

The applicant has provided a Landscape Plan (Exhibit D) that identifies the proposed landscaping for the site. The proposed landscaping does meet the minimum requirements of the Waxahachie Zoning Ordinance. Per the Development Standards provided by the applicant, the property owner shall provide a permanent irrigation system for all required landscape areas and shall maintain the required landscaping at all times.

The applicant proposes to incorporate resident amenities and open space throughout the proposed development, as required by Section 5.05 of the Waxahachie Zoning Ordinance; which requires a minimum of four (4) amenities for each phase of the development. Specific amenities include a clubhouse, fitness center, recovery spa with a sauna and cold plunge, community room with demo kitchen, resident co-working space, resort-style swimming pool with cabana, walking trail connecting to existing area trail network, pickleball court, putting green, biergarten/al fresco dining area, pavilion, cornhole and lawn games area, dog park with separate small and large dog sections, 44 private pet yards, and BBQ grills and outdoor cooking stations.

The applicant is not proposing a screening wall at this time as the adjacent property if commercial will be required to install the screening wall at that time. All dumpster enclosures will be screened from public view with a masonry screening wall and metal gates, which will be consistent with the City of Waxahachie's Zoning Ordinance.

Signage for the proposed project will adhere to the signage requirements set forth in Section 5.08 of the Waxahachie Zoning Ordinance.

The applicant has provided a Photometric Plan for the proposed development that demonstrates compliance with the Waxahachie Lighting & Glare Standards. All light fixtures are proposed to be shielded and directed downwards to eliminate light trespass and glare onto adjacent residential property. All proposed light fixtures are restricted to a maximum height of 20'.

In addition to the *Proposed PD Development Standards*, per the applicant's development standards, in lieu of locating all units within 250 feet of a refuse facility; a valet trash service is being proposed as it will provide a trash collection service for each unit. Collection will occur multiple days per week on a consistent schedule, and trash will be consolidated in a single trash compactor on site. This trash compact will be screened on three sides in accordance with the City of Waxahachie's Zoning Ordinance.

In accordance with Chapter 211 of the Texas Local Government Code and the City's public hearing notification requirements, 31 notices were mailed to property owners located within 200 feet of the subject property. Staff received zero (0) letters in support of the request and zero (0) letter expressing concerns regarding the Planned Development (PD) request.

Mayor Wallace opened the public hearing at approximately 7:48 p.m.

Council discussed traffic, roadway, parking, and public safety concerns related to the proposed apartment development. While the development team has incorporated parking and new roadway improvements into the site plan, Councilman Wright expressed concern about the existing private roadway, bridge, drainage area, and traffic circle connecting the area toward Highway 77. Council emphasized that the additional traffic from the approximately 314-unit development could increase existing congestion and safety concerns.

(lea)

Staff and Dustin Jordan, Tero Real Estate, explained that the project will include a new roadway built to City standards and an extension toward YMCA Drive. The existing drainage ditch will remain for drainage purposes and will no longer serve as the primary roadway connection. The condition of the existing bridge and private roadway is still being evaluated through engineering and core testing to determine whether they meet City standards and could eventually be dedicated to the City.

Mark Miller, from the Avenue Church, expressed a willingness to work with the City and potentially dedicate the roadway to the City, as well as make necessary improvements to the traffic configuration. Council emphasized that the roadway issues should be addressed before or in conjunction with the apartment development rather than leaving the City to resolve them after the project is completed. Discussion included potentially modifying the existing traffic circle and improving the roadway alignment.

Council discussed postponing consideration to October 5th to allow the parties additional time to develop a specific plan for the roadway, bridge, and traffic circle. Staff suggested that a separate development agreement, potentially involving the apartment developer and the Avenue Church, could establish the responsibilities and timing for the necessary improvements.

There being no others to speak for or against the item, Mayor Wallace closed the public hearing at approximately 8:10 p.m.

Action:

Tres Atkins moved to continue the Public Hearing for ZDC-54-2026 to the October 5, 2026 City Council meeting. Motion was seconded by Chris Wright and carried unanimously (5-0).

14. Consider proposed Ordinance approving ZDC-54-2026

No action taken.

15. Consider Development Agreement for ZDC-54-2026

No action taken.

16. Public Hearing and consider an Order by Council – Article XIII, Substandard Structures – 115 Elder Street

Jason Watson, Director of Building & Community Services, announced the responsible party has voluntarily demolished the structure and addressed the conditions that gave rise to the proceeding.

Mayor Wallace opened the public hearing at approximately 8:29 p.m.

There being no others to speak for or against the item, Mayor Wallace closed the public hearing at approximately 8:29 p.m.

Action:

Tres Atkins moved to take no action regarding a substandard structure at 115 Elder Street. Motion was seconded by Travis Smith and carried unanimously (5-0).

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17. Public Hearing and consider an Order by Council – Article XIII, Substandard Structures – 316 Wyatt

Mr. Watson announced the responsible party has voluntarily demolished the structure and addressed the conditions that gave rise to the proceeding. No action from City Council is required at this time.

Mayor Wallace opened the public hearing at approximately 8:29 p.m.

There being no others to speak for or against the item, Mayor Wallace closed the public hearing at approximately 8:30 p.m.

Action:

Tres Atkins moved to acknowledge compliance with the City Council order for demolition and debris removal at 316 Wyatt Street and close the matter with no further action required. Motion was seconded by Travis Smith and carried unanimously (5-0).

18. 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

City Manager Ricky Boyd presented the Item. 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 (VE) exercise. As a result of this process, Key Construction delivered a GMP of \$11,995,085. After Council continued the GMP on August 3, 2026 to September 21, 2026, Key Construction completed the remaining VE exercise to provide a Final GMP of \$11,773,333.

Staff recommends approval of a Final GMP contract for \$11,773,333 with Key Construction to reconstruct the City's Central Offices. The proposed Final GMP is included in the 2026 bond issuance that was approved on August 3, 2026.

Mayor Pro Tem Smith expressed support for approving the GMP but requested that Council have an opportunity to review the proposed interior finishes and renderings before the project proceeds to the final phase of construction. He emphasized the importance of Council and the public understanding what the completed building is expected to look like, noting that floor plans had been provided but interior renderings had not.

Mr. Boyd explained that changes to the interior finishes could increase or decrease the GMP and agreed to provide the available design information to Council. Council discussed whether the interior design review should be incorporated into the GMP approval or addressed separately. Staff recommended bringing the matter back to Council if significant design changes were requested after the GMP was approved.

The discussion ultimately clarified that the GMP could be approved while Council separately

(ua)

reviews the interior design and finishes before final construction work proceeds. Council members also discussed applying a similar review process to the upcoming Fire Station No. 1 GMP.

Mayor Pro Tem Smith requested that, before moving into the final phase of construction, the City Council have an opportunity to review and provide final approval of the plan. He acknowledged that any changes that increase the guaranteed maximum price would require Council approval.

Action:

Travis Smith moved 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 \$11,773,333 and authorize the City Manager and/or Mayor to execute all necessary documents. Motion was seconded by Tres Atkins and carried unanimously (5-0).

19. Consider approval of a Professional Services Agreement and supplemental appropriation for Mid-Way Regional Airport Box Hangar Development in the amount of \$143,253

Dustin Deel, Director of Administrative Services, presented the Item. On June 4, 2026, the Waxahachie and Midlothian City Councils met in a Joint City Council Session to discuss future development at Mid-Way Regional Airport. During the meeting, both Councils directed Airport staff to proceed with engineering for the proposed development of additional box hangars at the Airport.

In accordance with that direction, KSA Engineers, Inc. has submitted a professional services proposal for the design and bidding phases of the project. The proposed development consists of additional box hangars, associated taxiway and apron pavement, vehicle parking, electrical service, utility infrastructure, and related site improvements. The final configuration will be determined during the pre-design phase.

The professional services agreement includes project administration, geotechnical investigation, topographic surveying, site plan development, civil/site and electrical design, preparation of construction plans and specifications, an opinion of probable construction cost, and bidding assistance. The total professional services fee is \$143,253, with an anticipated schedule of approximately 22 weeks for pre-design, design, and bidding. Construction phase services are not included in this agreement and would be considered separately as the project advances.

At the June 4, 2026 Joint City Council Session, the anticipated total project cost was presented at approximately \$4 million. This planning-level estimate is intended to account for design, construction of the hangars, associated pavement, site improvements, utility infrastructure, and other project-related costs. The actual project cost will be refined as design progresses and will be presented to both City Councils for consideration prior to proceeding with construction. Project costs are anticipated to be shared equally between the Cities of Waxahachie and Midlothian.

Because the City of Waxahachie administers the Mid-Way Regional Airport budget, a supplemental appropriation of the full contract amount is required. The cost of the professional services agreement will be shared equally between Waxahachie and Midlothian, with each City contributing 50 percent of the cost, or \$71,627 each. Staff recommends approval.

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A supplemental appropriation of \$143,253 is required in the Mid-Way Regional Airport budget to fund the professional services agreement. The Cities of Waxahachie and Midlothian will share the cost equally, with each City contributing \$71,627. Waxahachie's share of the agreement will be funded from General Fund reserves.

Action:

Tres Atkins moved to approve a supplemental appropriation of \$143,253 to the Mid-Way Regional Airport budget and a professional services agreement with KSA Engineers, Inc. for design and bidding services associated with the Mid-Way Regional Airport Box Hangar Development and authorize the City Manager to execute all necessary documents. Motion was seconded by Chris Wright and carried unanimously (5-0).

20. Consider Lions Park Improvements and Professional Services Agreement

Gumaro Martinez, Director of Parks and Recreation, presented the Item. He noted the project will be funded through a \$5.25M - 2025 CO Bond General, \$369,555 from the General Fund and WCDC Fund, and a pledge of \$5.8M from the WCDC Fund. The total budget for the project is \$11,419,555.

Mr. Martinez presented two redevelopment options for Lions Park using approximately \$11.4 million in available funding: a \$10.4 million natural-grass plan with 22.5 acres of irrigated, lighted practice fields and potential add-ons, and an artificial-turf plan featuring approximately 7.8 acres of turf fields, additional amenities, and options for pickleball and field-cooling systems. Staff estimated 30-year operating and maintenance costs at \$13.6 million for natural grass compared with \$17.6–\$20.6 million for artificial turf, depending on turf replacement frequency.

Council discussed field safety and quality, weather-related usability, irrigation and maintenance requirements, parking and amenities, potential tournament revenue, and the differing long-term costs of the two options. Mayor Pro Tem Smith emphasized the greater usability and safety of turf, while others supported natural grass and questioned the assumptions behind the maintenance and safety comparisons.

Action:

Chris Wright moved to approve the natural grass turf field project as presented by staff and approve to re-engage Kimley-Horn for the remainder of their professional service agreement for an amount not to exceed \$219,554.90 and authorize the City Manager to execute all necessary documents. Motion was seconded by Patrick Souter and carried 3-2, with Tres Atkins and Travis Smith voting in opposition.

- 21. 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**

(6a)

litigation, as permitted by Texas Government Code Section 551.071, and all matters incident and related thereto

City Council did not convene into Executive Session to discuss the purchase of real property for municipal purposes, instead it was discussed in open session.

City Manager Boyd noted City Council discussed purchasing approximately 20 acres near Business 287 for \$3.125 million to serve as the future site of the City's animal shelter. Staff reported that due diligence had been completed and that water, sewer, and gas are available in the area, with a decision deadline of September 23rd. Council discussed using the General Fund for the purchase, with the possibility of selling a portion of the property and later financing the remaining cost. Council members expressed interest in selling only the acreage not needed for the animal shelter, while accounting for right-of-way requirements related to the widening of Business 287.

22. Reconvene and take any necessary action

Action:

Patrick Souter moved to approve the purchase of the 20 acres located on Business 287 for the purposes of a new animal shelter and authorize the City Manager/and or Mayor to execute all necessary documents relating thereto.

Travis Smith amended the motion to include the purchase price of \$3.125 million and strike "shelter" and replace with "services."

The amendment was accepted by Patrick Souter. Motion was seconded by Tres Atkins and carried unanimously (5-0).

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

Councilman Patrick Souter expressed appreciation that several long-standing issues had finally been resolved. He also thanked City staff for their work on the Lions Park project and the Animal Care Shelter.

Councilman Tres Atkins acknowledged the success of the C10's in the Park and thanked City staff for their hard work. Councilman Atkins emphasized that while Council members do not always agree, their differing perspectives ultimately help the City reach better decisions. He noted that voting patterns are not consistently divided among the same groups of Council members, which he views positively because it encourages thoughtful discussion and helps the Council arrive at better outcomes for the community.

City Manager Ricky Boyd expressed appreciation for the work accomplished and offered prayers and well-wishes to the Atkins family.

Councilman Chris Wright thanked City staff, Police, the Streets Department, and the school district for their coordinated efforts during a busy weekend of events, particularly the Homecoming Parade and C10's in the Park gathering. He praised the quick cleanup of streets following the parade and the effective traffic and safety coordination. Councilman Wright also offered thoughts and prayers

(ua)

to the Atkins family, as well as to City personnel from the Fire Department who are deployed across Texas to assist with grass and wildfire response.

Mayor Billie Wallace praised City staff for their hard work during recent community events, highlighting Wally Mendez who worked a 16-hour shift on his birthday. Mayor Wallace expressed appreciation for the successful Homecoming parade, C10's in the Park, and downtown activities, and noted satisfaction that the Council had reached a decision on Lions Park despite differing viewpoints. Mayor Wallace emphasized that Council members ultimately share a commitment to the City and will continue working together. She also thanked animal shelter volunteers and community members for managing the animal crisis and welcomed the purchase of 20 acres for a future, much-needed animal shelter. Mayor Wallace asked the community to keep the Atkins family in their thoughts and prayers.

24. Adjourn

There being no further business, the meeting adjourned at 9:41 p.m.

Respectfully submitted,
Amber Villarreal, City Secretary

A Work Session of the Mayor and City Council of the City of Waxahachie was held at the Waxahachie Police Department, Training Room, 630 Farley St., Waxahachie, Texas, on September 16, 2026 at 12:00 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
Jeff Moore, City Attorney Representative
Amber Villarreal, City Secretary

1. Call to Order

Mayor Billie Wallace called the meeting to order.

2. Discussion on the following:

a. Update on Lake Parks opening for Labor Day

Gumaro Martinez, Parks & Recreation Director, reported that Labor Day weekend operations at the lake parks went smoothly, with no major incidents. Staff used parking-capacity monitoring and passes to control entry. Police, Parks and Recreation, and Fire provided additional staffing, and the parks never reached full capacity. The weekend saw nearly 1,100 vehicles and 2,900 visitors, primarily at Boat Dock Park, with operating costs close to projections.

For future weekends, staff said the temporary approach is not sustainable and discussed more permanent access controls, such as automated gates with license-plate readers, paid parking or registration passes, and QR codes. Council discussed a potential fee of around \$25 per vehicle, possibly varying by resident status and holidays. A detailed fee schedule will be presented later. Mayor Wallace noted positive feedback from lake residents and thanked the staff and emergency personnel who implemented the plan.

b. Potential Lions Park improvements

Mr. Martinez presented two options for the Lions Park project, with approximately \$11.4 million available. The natural grass option is estimated at \$10.4 million and would include 22.5 acres of lit flex fields, parking, sidewalks, a restroom, and access improvements. Construction documents are ready, with construction expected to take 12–15 months. Additional amenities could be added through bid alternates.

The artificial turf option is estimated at about \$11.2 million, including engineering, and would provide three large fields, two smaller fields, a pavilion, restroom, pickleball courts, picnic shelters, parking, and a new road. Design would take about six months, followed by roughly 6–8

(6b)

months of construction. Staff also discussed optional turf features such as cooling systems and a football shock pad.

Over a 30-year period, staff estimates natural grass would cost about \$13.6 million compared with \$17.6–\$20.6 million for artificial turf, largely because turf would need to be replaced. Turf would also require additional staffing, while much of the grass maintenance could be handled in-house.

Council discussed whether the park should primarily serve as a practice facility or also support tournaments. Members raised concerns about grass maintenance, rainouts, irrigation, safety, and turf heat, while others supported turf because of its broader use and tournament potential. City Council will consider both options at the September 21st meeting.

c. Potential implementation of Scofflaw Program

Dustin Deel, Administrative Services Director, presented the Scofflaw Program, which would place a hold on vehicle registration for people with outstanding municipal warrants. In 2025, about 4,093 citations were issued and 3,286 were cleared, resulting in roughly an 80% compliance rate. More than 7,000 citation warrants remain outstanding, totaling approximately \$2.6 million, with only an 8% collection rate.

Under the program, the City would work with the County and State to place registration holds. When renewing their annual vehicle registration, individuals with a hold would have to contact Municipal Court and resolve their warrant before the hold could be released. The program would apply statewide in Texas, would not extend to neighboring states, and would use the City's existing collection agency at no additional cost. Council expressed support, and staff will draft an ordinance for future consideration.

d. Update on Animal Shelter, including potential partners and land

Mr. Deel presented a potential 20-acre site along U.S. Business 287 for a new animal shelter. The property is currently under an option period, allowing the City to complete due diligence with limited financial risk. Initial reviews were favorable, and the Animal Care Advisory Committee was enthusiastic about the location. The site offers water, sewer, electricity, nearby gas access, an existing house, good visibility, and potential access through a proposed road extension. Its proximity to schools was also identified as an opportunity to promote adoptions and responsible pet ownership.

The negotiated purchase price is \$3.125 million, reduced from the original asking price of \$3.925 million, representing an \$800,000 savings. Staff identified general fund reserves and previous bond savings as potential funding sources and planned to return to Council on September 21st, with a decision deadline of September 23rd. Council also discussed potential partnerships with Midlothian, Red Oak, Ellis County, and Ennis. Ennis expressed interest in continuing discussions, while Midlothian declined due to timing and other priorities, and the County has not committed at this point.

(6b)

Several due-diligence and design issues remain unresolved. A wooded portion of the property lies in a floodplain and could potentially be used for outdoor dog exercise areas but not buildings. The proposed road could divide the property into two roughly 10-acre sections, although its alignment may be adjusted. Staff also planned additional research into possible cemetery-related zoning or historical use. Council requested more detailed construction estimates that separate legally required features from recommended improvements, as well as costs for veterinary and surgical services. The discussion also considered phased expansion, including reserving space for future veterinary facilities.

For veterinary care, staff is exploring a relationship with a nearby veterinarian that could include weekly visits, oversight, outside services, and spay/neuter events rather than hiring a full-time veterinarian. Council also discussed potentially building a surgical center immediately, pricing it separately, using an outside veterinary practice, or constructing a shell for future completion. Members emphasized that any governmental partners should commit early because partnership decisions would affect the shelter's design, funding, staffing, and long-term capacity.

e. Break

The break was held prior to discussing Item d.

f. EMS Budget Amendment for FY 27 to include Tax Increment Reinvestment Zone No. 1 (TIRZ) & Waxahachie Community Development Corporation (WCDC) funding options

Fire Chief Scott Safford presented the possibility of transitioning from the City's contracted EMS model to a City-operated, fire-based EMS system. Chief Safford compared the two approaches, reporting year-to-date average response times of 5 minutes, 11 seconds for the Fire Department versus 6 minutes, 26 seconds for the current contractor. The current contractor was reported to be meeting its contractual requirement of responding in under nine minutes 90% of the time, with year-to-date compliance of 90.83%. Council members also discussed ambulance availability during major incidents, on-scene treatment times, and the role firefighters currently play when ambulances are delayed.

The proposed City model would use two-paramedic ambulance crews, bring emergency medical dispatch and clinical oversight under city management, and provide greater control over training, staffing, medical direction, and quality assurance. Chief Safford also described potential surge capacity through reserve ambulances and strategies intended to address firefighter-paramedic burnout and retention. Council explored whether expanding the existing contracted service could provide similar improvements at a lower cost, but staff did not have a confirmed price for additional coverage and noted that a major contract change could potentially require a new procurement process.

A preliminary two-year transition scenario estimated a fiscal-year 2027 cost of about \$2.8 million, including additional firefighters, an EMS chief, vehicles, and other startup expenses. The scenario was presented as a workshop exercise rather than an approved implementation plan. Ambulance delivery was estimated to take 18 months to two years, and the existing EMS contract would need

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to be renewed during the transition. Council also discussed staffing, paramedic training, promotional testing, and the need to protect existing employees and positions during any transition.

Council thoroughly discussed options on how to fund the recurring cost of City EMS. Finance Director Chad Tustison estimated that the \$2.8 million scenario could require roughly four cents on the property-tax rate, while another option would redirect one-eighth cent of WCDC's half-cent sales tax, potentially generating about \$2.1 million annually. Legal counsel explained that a sales-tax reallocation would require voter approval, with May identified as the earliest available election opportunity, and that Type B economic-development funds have restrictions that would prevent simply using them for EMS personnel and equipment. Staff emphasized that recurring revenue should be secured before hiring employees rather than relying indefinitely on reserves.

Council also explored whether WCDC could purchase the proposed 20-acre shelter property and later transfer or sell part of it to the city as a way to accelerate EMS startup funding. Legal and finance staff identified several restrictions involving fair-market-value requirements, bond proceeds, Type B funds, required approval processes, and the property's September 23rd option deadline. No EMS implementation plan, funding mechanism, or WCDC land-transfer arrangement was approved. Staff's stated preference was to establish recurring EMS revenue through an election first, potentially aligning implementation with the existing provider's October 2027 renewal, while continuing to evaluate alternatives for the shelter property and EMS transition.

Planning Director Trenton Robertson presented revised maps for Tax Increment Reinvestment Zone No. 1 (TIRZ) based on the Council's previous workshop. The revisions primarily remove single-family residential properties from the district, particularly in the west and northwest areas, while retaining parks and public amenities. Staff explained that State tax-law requirements may require certain parcels to remain in the district to maintain eligibility and avoid impermissible gaps. The discussion also addressed mixed-use properties, the North Hopkins apartments, and the potential for residential properties to be redeveloped for commercial purposes.

Council discussed whether removing downtown residential properties could limit future redevelopment opportunities or prevent properties that transition to commercial use from benefiting from TIRZ funding. Areas such as Hawkins Street and Water Street were specifically considered, along with properties that have potential for redevelopment or are part of the downtown corridor. Staff noted that some southern and eastern properties were retained because of their redevelopment potential, including possible future commercial or industrial development. Council generally favored a map that removes residential properties while avoiding unnecessary "donut holes" within the district.

The Council also discussed the long-term purpose and financial structure of the TIRZ. Staff reported that the district currently generates approximately \$1.5 million annually. Under the proposed boundaries, about \$700,000 could return to the General Fund, approximately \$500,000 would remain with the TIRZ, and the district has roughly \$300,000 in debt and \$200,000 in maintenance and operating obligations. Participants questioned whether the TIRZ should eventually be dissolved or given a defined end date and whether downtown revitalization could instead be funded through a dedicated General Fund allocation. Staff noted that the TIRZ remains intended to support downtown redevelopment and that a renewal decision is expected in 2030.

(b)(6)

Finally, Council examined how existing TIRZ-related debt and bonds could affect future boundary changes. Staff explained that the bonds are technically City obligations, with TIRZ revenues being used for repayment, and the group discussed potentially paying down the remaining balance. Council also asked whether the boundaries could be expanded or otherwise modified before the debt is retired. Staff indicated that any boundary changes would require additional review, including coordination with the appraisal district, and would not take effect until a future budget year. No formal boundary change was approved during the discussion; the general direction was to bring the preferred revised map to Council for formal consideration and a vote.

g. City Hall 75% design estimate and 820 Ferris Guaranteed Maximum Pricing (GMP)

City Manager Ricky Boyd and contractors provided updates on 820 Ferris and City Hall. The revised GMP for 820 Ferris is \$11,773,333 after value engineering, including downsizing the generator, converting diesel versus natural gas, replacing windows, roof repair, and parking lot work. City Hall is at 75% design, with 100% drawings due October 14th and bids likely in November. They discussed historic remediation, pre-purchased HVAC/electrical equipment, finishes, funding, and construction schedule. Funding for both projects is sufficient. Council will consider the GMP for 820 Ferris at the September 21st meeting.

h. Potential Data Center zoning

Mr. Robertson Staff presented proposed data center ordinance changes. Currently, data centers are allowed by right in industrial districts; the proposal would eliminate by-right and add development standards for site design, architectural amenities, noise, lighting, pervious cover, decommissioning, water/utility infrastructure, and performance standards. Mr. Robertson discussed water usage, pushing projects toward Planned Development Zoning, and State law limitations on supermajority votes, including a 20% opposition threshold from surrounding property owners.

i. Potential implementation of Storm Water Fees

No discussion held.

j. Proposed designs for John Arden Drive & Highway 77 connection

James Gaertner, Director of CIP Engineering, discussed geotech recommendations for road condition due to fat, expansive soils that shrink and swell with moisture. He considered barrier walls, but shallow utilities make that difficult. The proposed alternative is a concrete ditch/liner to keep moisture consistent under the pavement, with periodic curb openings to let water out and curbs to keep cars from dropping into the ditch. Mr. Gaertner recommended concrete over asphalt.

k. Potential revisions of the Comprehensive Plan Throughfare Plan alignment along East Sterrett Road and Alliance Blvd.

{Councilman Souter left at 5:00 p.m.}

(b)(6)

Mr. Gaertner reviewed the existing thoroughfare at Sterrett Road with sharp turns. Using the highest radius for 30 mph would require taking out three houses and a business, so staff recommends against buying that business and instead closing the road/railroad crossing and making an at-grade crossing through negotiation with the railroad. Costs include moving power poles at about \$500,000 each, a raw water line, and railroad constraints. Council discussed Cardinal/Lofland Overpass, traffic on 77, and a possible North Grove connection, and asked staff to talk to the railroad and bring findings back.

{Councilman Atkins left at 5:15 p.m.}

1. 216 N. College Building Proposal Presentations

Presentations were discussed before Item j.

City Council heard brief presentations from four proposals for the redevelopment of a 216 N. College, with each centered primarily on creating a restaurant or destination that would bring additional activity to the area.

Overall, the four proposals shared a common goal of restaurant-centered downtown redevelopment, but varied in their purchase offers, private investment commitments, financing approaches, requested city participation, and development details. Staff indicated that a scoring matrix would be presented later to help Council evaluate the proposals.

- 3. 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**

City Council did not convene into Executive Session.

4. Reconvene

No action taken.

5. Adjourn

There being no further business, the meeting adjourned at 5:23 p.m.

Respectfully submitted,

Amber Villarreal, City Secretary



City of Waxahachie
City Secretary's Office
10/30/2026 10/30/2026

(6c)

Special Event Application
Trunk 'N' Treat Spooktacular

Date of Submission: 9/4/2026

Applicant Information

Applicant name: ShyAnne Collinsworth

Host organization name: Highlands Mortgage - Lisa Burkes Team

Are you representing the host organization? Yes

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

Cell phone number: 2148179870

Email: scollinsworth@highlandsmortgage.com

Mailing Address: 2591 north highway suite 103 waxahachie tx 75165

About the Event

Event name: Trunk 'N' Treat Spooktacular

Will the event be held at Railyard Park? No

Will the event be held in Downtown Waxahachie? No

Event location: Getzendaner Park

Anticipated attendance: 500 plus

Description of event: Halloween in the park- we have done this the last 2 years we will have food trucks- pony rides petting zoo DJ face painting trunk or treats riding train a halloween tables and booths

	Date(s)	Start Time	End Time
Event date	10/30/2026	5pm	7:30pm
Event set-up	10/30/2026	8am	
Event breakdown	10/30/2026		9pm

This event is Free and open to the general public

Registration / admission information:

How many times has this event been hosted before? 2 times

Best description of the event: Festival

Event activities include: Animals / Petting zoo; DJ / Recorded music; Food - sampled, served, or sold;

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.



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City of Waxahachie
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Special Event Application
Trunk 'N' Treat Spooktacular

Will the event require any food preparation on site? Yes

Will alcohol be present, served, or sold? No

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

Please provide contact name and phone number for security services:

Street Closures

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

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

Street closings to begin at

Will any businesses be impacted by the proposed road closure?

Equipment

Does the proposed event require portable toilet facilities? No

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

Please indicate the type (cones / barricades / other) of equipment and how many you are requesting:
cones- 15

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

When (date and time) will the equipment be set-up? 10/30

When (date and time) will the equipment be removed? 10/30

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. all around area we are using

- 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;

Explain services in detail: for bounce house and anything needing electric

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



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Special Event Application
Trunk 'N' Treat Spooktacular

- 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

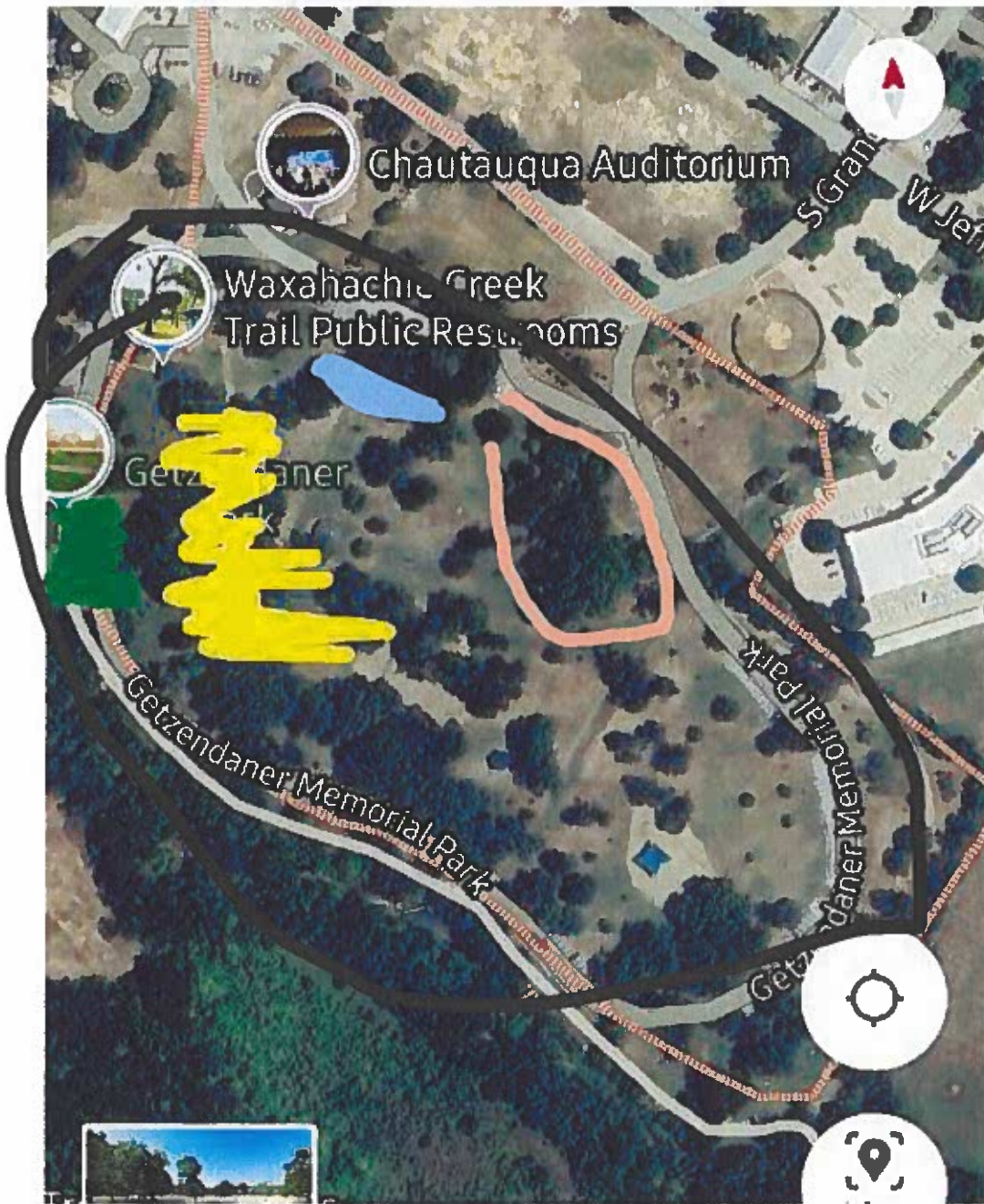
By submitting the Special Event Application, the applicant / organization has thoroughly read, understands, and agrees to all conditions outlined on this application.

- Date of Submission: 9/4/2026

light blue pony ride
Light pink train ride

(uc)

Bounce house and petting zoo highlighted in
yellow



Parking spots for businesses for trunk or treat
highlighted in green



City of Waxahachie
City Secretary's Office
12/6/2026 12/6/2026

(ud)

Special Event Application
LaFrance Fire Truck's 100th Birthday

Date of Submission: 9/23/2026

Applicant Information

Applicant name: **Torre Murray**

Host organization name: **Waxahachie Fire Department**

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

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

Cell phone number: **469-309-4219**

Email: **Tmurray@waxahachietx.gov**

Mailing Address: **407 Water St, Waxahachie TX 75165**

About the Event

Event name: **LaFrance Fire Truck's 100th Birthday**

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: **100**

Description of event: **Join us as we celebrate the 100th birthday of a true piece of firefighting history—a LaFrance firetruck! Come see this incredible piece of equipment, learn about its history, and help us celebrate a century of service and tradition. It's a birthday party you won't want to miss!**

	Date(s)	Start Time	End Time
Event date	12/6/2026	2:00pm	4:00pm
Event set-up	12/6/2026	12:00pm	
Event breakdown	12/6/2026		5:00pm

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

Registration / admission information:

How many times has this event been hosted before? **0**

Best description of the event: **Birthday party / Picnic**

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

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

Please indicate the distance of the Run/Walk:

Food / Beverage



City of Waxahachie
City Secretary's Office
12/6/2026 12/6/2026

(4d)

Special Event Application
LaFrance Fire Truck's 100th Birthday

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: **College street in front of RYP**

Street closings to begin at **12/6/2026 at 12pm**

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

Equipment

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

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

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

Street barricades

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

When (date and time) will the equipment be set-up? **12/6/2026**

When (date and time) will the equipment be removed? **12/6/2026**

Waste Management Plan

Describe how trash and waste will be managed before, during, and after the event. Please include the location of trash containers on your submitted site map. **We will use the on site trash receptacles and would not mind having 4-6 poly-carts**

- 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: **Both inground/stage power and generators for inflatables**

Site Map Requirement



City of Waxahachie
City Secretary's Office
12/6/202612/6/2026

(ud)

Special Event Application

LaFrance Fire Truck's 100th Birthday

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

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

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

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

Insurance Requirement

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

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

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

Application Agreement

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



City of Waxahachie
City Secretary's Office
12/12/2026

(ue)

Special Event Application
13th Annual Santa Run

Date of Submission: 9/5/2026

Applicant Information

Applicant name: Tana Monroe

Host organization name: Waxahachie Family YMCA

Are you representing the host organization? Yes

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

Cell phone number: 9547757729

Email: tmonroe@ymcadallas.org

Mailing Address: 100 YMCA Dr, Waxhachie, TX, 75165

About the Event

Event name: 13th Annual Santa Run

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: 800

Description of event: 5k & 1-mile timed and untimed race with vendor booths and activities

	Date(s)	Start Time	End Time
Event date	12/12/2026	8 AM	12 PM
Event set-up	9/4/2026	5-6 PM	-
Event breakdown	9/5/2026	-	1 PM

This event is Entry by participation or registration fee

Registration / admission information: multiple categories ranging from \$25-\$48

How many times has this event been hosted before? 12

Best description of the event: Run / Walk

Event activities include: Announcement / Speeches; Information / Literature distribution; DJ / Recorded music; Food - sampled, served, or sold; Products / Services - given away, sampled, or sold; Street closure;

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

Please indicate the distance of the Run/Walk: 1 mile; 5K;

Food / Beverage

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



City of Waxahachie
City Secretary's Office
12/12/2026

(we)

Special Event Application
13th Annual Santa Run

- 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: 1-mile route: College St @ Fresh; Rogers + W Madison; Rogers + Jefferson; Rogers + Franklin; College + Franklin; College + Jefferson; College + W Madison; Jackson + Jefferson; Jefferson + Flat; Jackson + E Madison

5k route: crossing Jefferson + Elm; cross

Street closings to begin at Race begins at 9 AM and ends about 10 AM

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

Equipment

Does the proposed event require portable toilet facilities? Yes

- I understand that I am responsible for arranging portable toilet facilities for my proposed event.

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, cones, stage

Where should the equipment be dropped off and picked up? Railyard park or storage facility

When (date and time) will the equipment be set-up? Approx 7 AM on 12/12/26

When (date and time) will the equipment be removed? Approx 10:30 AM

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. trash receptacles at Railyard Park

- 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?



City of Waxahachie
City Secretary's Office
12/12/2026

(we)

Special Event Application
13th Annual Santa Run

Explain services in detail:

Site Map Requirement

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

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

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

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

Insurance Requirement

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

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

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

Application Agreement



City of Waxahachie
City Secretary's Office
12/12/2026

(ut)

Special Event Application
13th Annual Santa Run

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: 9/5/2026

YMCA SANTA RUN MAPS (we)

SANTAS - 5K ROUTE

- Start at Railyard Park
- → Right on Rogers St.
- → Left on Franklin St.
- → Left on Jefferson St.
- → Cross Elm St.
- → Left on Grand Ave.
- → Left on Hike & Bike Trail
- → Follow trail to Rogers St.
- → Cross Rogers St.
- → Finish at Railyard Park

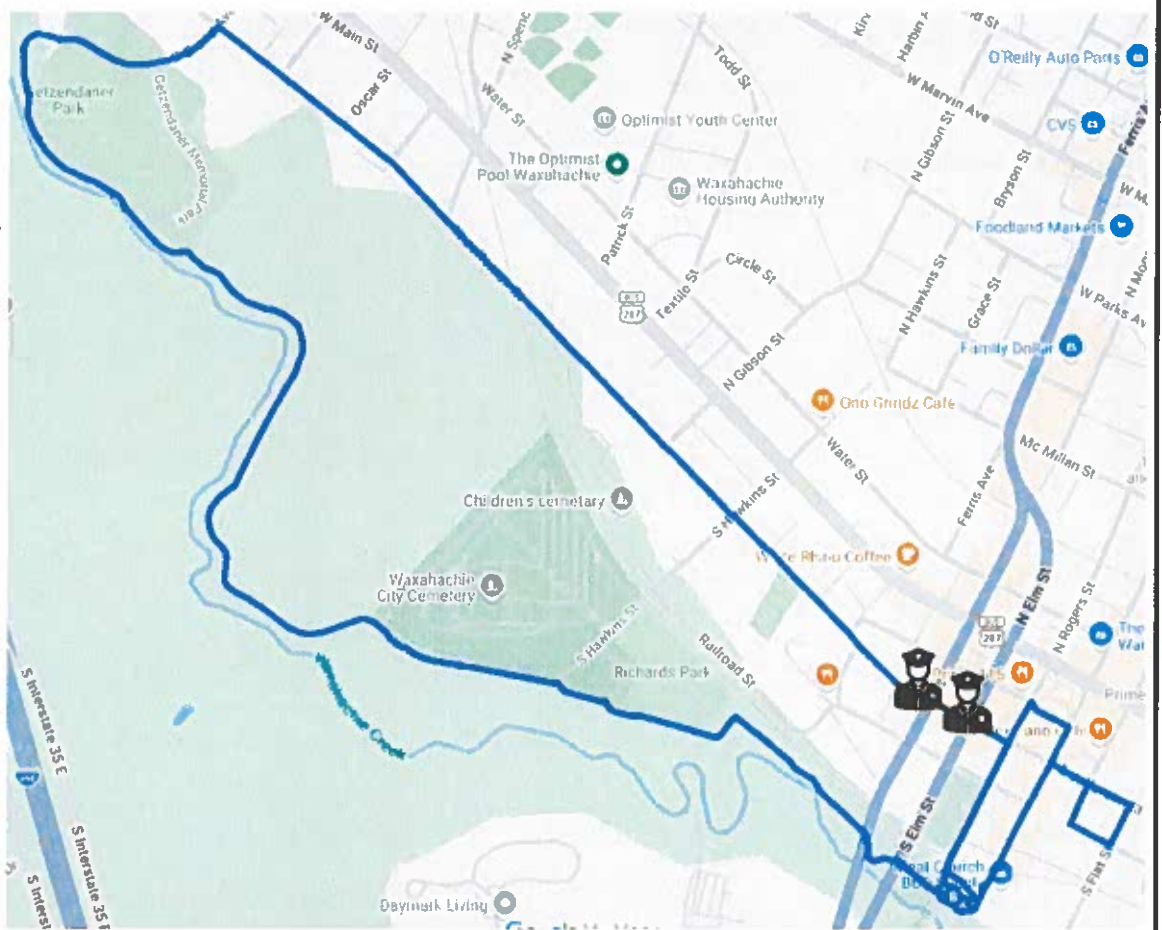
GRINCHES - 5K

→ Follow the Santa 5K route in the opposite direction.

YMCA VOLUNTEERS

- (2) Rogers St. Bridge
- (2) Rogers / Madison
- (2) Rogers / Jefferson
- (2) Franklin / Rogers
- (2) Franklin / College
- (2) Franklin / Jackson
- (2) Jackson / Jefferson
- (2) Jefferson / Flat
- (2) Flat / Madison
- (1) Madison / Jackson
- (2) Jefferson / College
- (1) College / Madison
- (2) Medical Cart

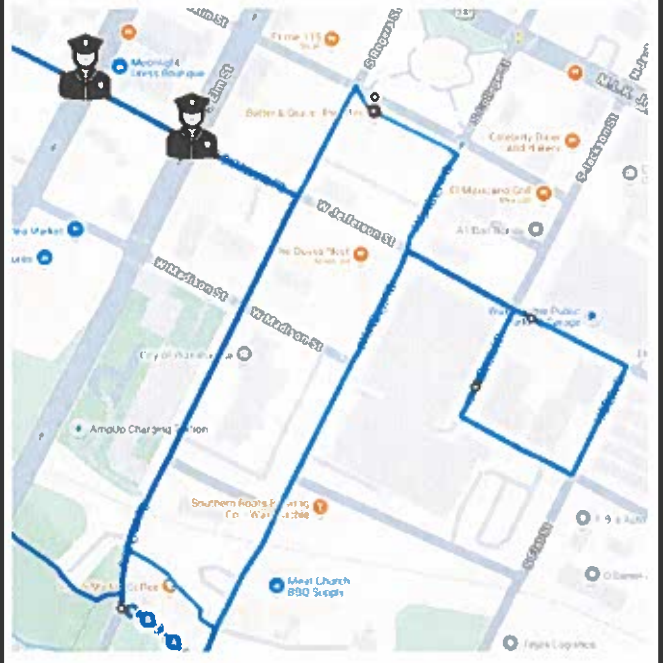
5K – SANTAS & GRINCHES



RAILYARD PARK LAYOUT



1 MILE FUN RUN



YMCA VOLUNTEERS @ ALL INTERSECTIONS
WPD AT ELM ST. INTERSECTIONS



City of Waxahachie
City Secretary's Office
9/18/2027 9/18/2027

(wf)

Special Event Application

Brave like Ellie Warrior Walk and Run

Date of Submission: 7/21/2026

Applicant Information

Applicant name: Jennifer Johnson

Host organization name: Brave like Ellie

Are you representing the host organization? Yes

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

Cell phone number: 972-896-8282

Email: jennifer@bravelikeellie.org

Mailing Address: 791 N Hwy 77 Suite 501-C #131 Waxahachie, TX 75165

About the Event

Event name: Brave like Ellie Warrior Walk and Run

Will the event be held at Railyard Park? No

Will the event be held in Downtown Waxahachie? No

Event location: Getzendaner Park

Anticipated attendance: 50 - 100

Description of event: A walk and run to raise awareness for childhood cancer and support Brave like Ellie families with Brave Boxes.

	Date(s)	Start Time	End Time
Event date	9/11/2027	9:00 am	5:00 pm
Event set-up	9/11/2027	7:00 am	
Event breakdown	9/11/2027		5:00 pm

This event is Entry by participation or registration fee

Registration / admission information: Tickets will be available starting at \$25 - \$60

How many times has this event been hosted before? 2

Best description of the event: Run / Walk

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

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

Please indicate the distance of the Run/Walk: 1 mile;5K;Half marathon (13.1 miles);10K;

Food / Beverage

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



City of Waxahachie
City Secretary's Office
9/18/2027 9/18/2027

(uf)

Special Event Application

Brave like Ellie Warrior Walk and Run

- 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: Part of the parking lot at Getzendaner near the start of the trail

Street closings to begin at 9/11/2027

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

Equipment

Does the proposed event require portable toilet facilities? Yes

- I understand that I am responsible for arranging portable toilet facilities for my proposed event.

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 - 20 total Barricades - 10

Where should the equipment be dropped off and picked up? Near the entrance to the trail

When (date and time) will the equipment be set-up? 9/11/2027

When (date and time) will the equipment be removed? 9/11/2027

Waste Management Plan

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

- I understand the waste management requirements.

Temporary Tents & Structures

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

Electrical Services

Will your event need electrical services? Yes

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

Explain services in detail: We will need electricity for the DJ booth and other booths.

Site Map Requirement



City of Waxahachie
City Secretary's Office
9/18/20279/18/2027

(uf)

Special Event Application

Brave like Ellie Warrior Walk and Run

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

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

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

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

Insurance Requirement

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

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

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

Application Agreement

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



City of Waxahachie
City Secretary's Office
9/18/20279/18/2027

(lef)

Special Event Application

Brave like Ellie Warrior Walk and Run

- Date of Submission: 7/21/2026



- Races will proceed on Hike & Bike Trail turning around at different distances. Furthest turnaround point - Lions Park
- Only street crossing is just across Rogers Street near Railyard Park - will utilize crosswalk and volunteers



Planning & Zoning Department

Zoning Staff Report

(leg)

Cases: ETJ-PTN-122, 123, & 124-2026

MEETING DATE(S)

City Council:

October 5, 2026



CAPTION

Consider a proposed Omnibus Ordinance authorizing the release from the City of Waxahachie's Extraterritorial Jurisdiction (ETJ) comprised of three (3) parcels of land totaling approximately 18.311 acres, known as Case Nos. ETJ-PTN-122-2026, ETJ-PTN-123-2026, and ETJ-PTN-124-2026, requested by multiple property owners pursuant to Subchapter D of Chapter 42 of the Texas Local Government Code. (Property IDs: 154620, 190834 & 207865)

RECOMMENDED MOTION

"I move to approve the Omnibus Ordinance authorizing the ETJ releases for Case Nos. ETJ-PTN-122-2026, ETJ-PTN-123-2026, and ETJ-PTN-124-2026 as presented, and authorizing the Mayor to sign the associated documents accordingly."

APPLICANT REQUEST

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

PLANNING ANALYSIS

Starting September 1, 2023, majority property owners or registered voters 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.

The applications provided satisfy 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 petitions comply with the requirements of Chapter 42, Subchapter D of the Texas Local Government Code and that such law requires the release of the subject properties from the City's ETJ.

(49)

CASE INFORMATION

Case #	ECAD Parcel ID	Owner / Petitioner	General Location	Acreage
ETJ-PTN-122-2026	207865	Burney & Karan Byrd	785 Richard Rd	5.01
ETJ-PTN-123-2026	190834	Murray & Oma O'neal	716 Farrar Rd	7.87
ETJ-PTN-124-2026	154620	Julio Cesar Jaramillo Ramirez	485 Becky Ln	5.431

ATTACHED EXHIBITS

1. ETJ Petition Map for (10/05/2026) City Council Meeting
2. Proposed Ordinance
3. Exhibits A – E Legal Descriptions, Location Maps

STAFF CONTACT INFORMATION

Prepared by:

Caleb Ensley/David Jones

Planner/Planner

censley@waxahachietx.gov

djones@waxahachietx.gov

Reviewed by:

Trenton Robertson, AICP

Director of Planning

trobertson@waxahachietx.gov

(69)

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE RELEASE FROM THE CITY OF WAXAHACHIE'S EXTRATERRITORIAL JURISDICTION OF THREE (3) PARCELS OF LAND TOTALING APPROXIMATELY 18.311 ACRES, KNOWN AS CASE NUMBERS ETJ-PTN-122-2026, ETJ-PTN-123-2026, AND ETJ-PTN-124-2026, 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 properties have requested and petitioned in writing that the City of Waxahachie ("City") exclude the properties herein described from the City's Extraterritorial Jurisdiction ("ETJ"); and

WHEREAS, City staff has determined that the following submitted petitions comply 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 properties from the City's ETJ:

1. Case No. **ETJ-PTN-122-2026**: approximately **5.01 acres**, located at **785 Richard Rd**, Property ID **207865**;
2. Case No. **ETJ-PTN-123-2026**: approximately **7.87 acres**, located at **716 Farrar Rd**, Property ID **190834**; and
3. Case No. **ETJ-PTN-124-2026**: approximately **5.431 acres**, located at **485 Becky Ln Road**, Property ID **154620**;

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

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

- Exhibit A: Legal Description and Location Map for Case No. ETJ-PTN-122-2026 (Property ID 207865)
- Exhibit B: Legal Description and Location Map for Case No. ETJ-PTN-123-2026 (Property ID 190834)
- Exhibit E: Legal Description and Location Map for Case No. ETJ-PTN-124-2026 (Property ID 154620).

(49)

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 Sections 42.023 and 42.105 of the Texas Local Government Code, and to promptly notify Ellis County of such changes.

If any petition, exhibit, tract release, section, sentence, or clause of this Ordinance is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining tract releases or portions of this Ordinance, and the City Council hereby declares that it would have approved the release of each tract independently.

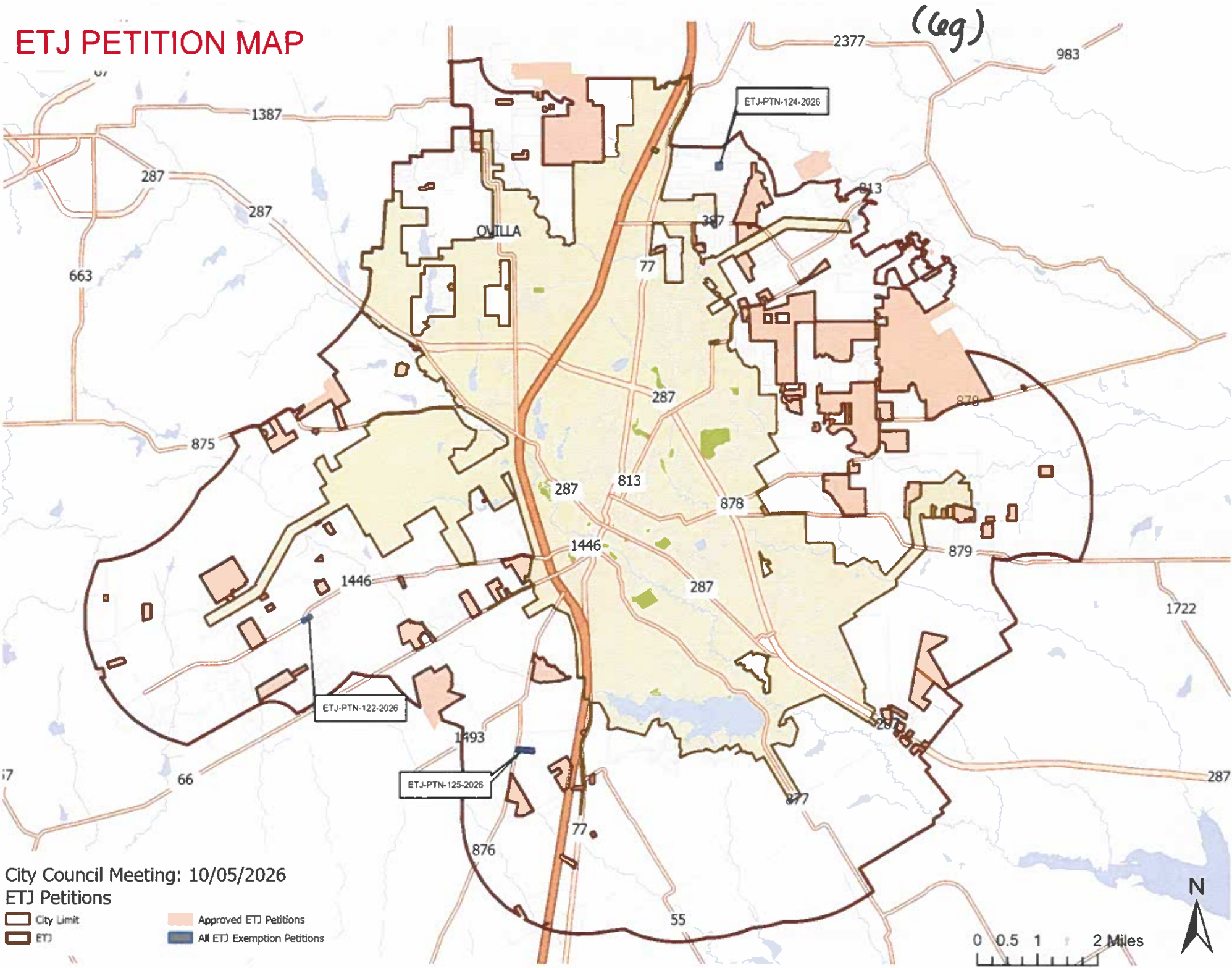
PASSED, APPROVED AND ADOPTED on this 5th day of October 2026.

MAYOR

ATTEST:

City Secretary

ETJ PETITION MAP



(log)



(4g)

Exhibit A- Location Map



ETJ-PTN-122-2026 (ETJ PETITION)

Tract 1

BEING a part of the Adam Santo Survey, Abstract 977, Ellis County, Texas, Ellis County, Texas, and a part of the tract described in deed from Joe T. Latimer, et ux, to Wilton Adolphus Fuller, et ux, recorded in Volume 465, Page 558, Deed Records, Ellis County, Texas, and being more particularly described by its metes and bounds as follows;

BEGINNING at a 3/4 inch pipe found at a northwest interior corner of said Fuller tract and at the most north corner of Lot 2, Block 1, Country Creek Estates, Section 2, an Ellis County subdivision, according to the plat thereof recorded in Cabinet B, Slide 565, Plat Records, Ellis County, Texas, and being at a fence corner;

THENCE S 50°10'17" W, with the common line of said Fuller tract and said Country Creek Estates, Section 2, at 123.31 feet passing a 3/8 inch steel rod found 0.23 feet left of said line, in all 308.57 feet (call S 50°28' W, 308.1 feet) to a 3/8 inch steel rod found, at the most west southwest corner of said Fuller tract on the north line of Lot 1 of said Country Creek Estates, Section 2, and at the southeast corner of Lot 10, Country Creek Estates, an Ellis County subdivision, according to the plat thereof recorded in Cabinet B, Slide 428 of said Plat Records;

THENCE N 55°49'28" W, with the common line of said Fuller tract and said Lot 10 Country Creek Estates, at 331.03 feet passing a 1/2 inch steel rod with plastic cap marked RPLS 4480 set the northeast corner of said northeast corner of Lot 10, Country Creek Estates, in all 384.06 feet (call N 55°43' W, 383.3 feet) to a 1/2 inch steel rod with plastic cap marked RPLS 4480 set in Farrar Road, at the northwest corner of said Fuller tract, the northeast corner of said Country Creek Estates and on the southeast line of the tract described in deed from Jack Edwin Smith to Arthur Wilson Moore, Jr., recorded in Volume 1268, Page 258, Official Public Records, Ellis County, Texas;

THENCE N 59°50'45" E, (call N 60° E) along Farrar Road and with the northwest line of said Fuller tract and the southeast lines of said Moore tract and of Rutherford Crossing, an Ellis County subdivision, according to the plat thereof recorded in Cabinet B, Slide 193 of said Plat Records, 538.70 feet to a 1/2 inch steel rod with plastic cap marked RPLS 4480 set at the northwest corner of the called 1.314 acre tract described in deed from Wilton Adolphus Fuller, et ux, to Victor Wallace Fuller, et ux, recorded in Volume 621, Page 944 of said Deed Records;

THENCE S 45°47'25" E, (call S 45°07' E) with the southwest line of said 1.314 acre tract, at 230.00 feet passing a 1/2 inch steel rod with plastic cap marked RPLS 4480 set at its southwest corner and continuing in all 322.00 feet to a 1/2 inch steel rod with plastic cap marked RPLS 4480 set;

THENCE N 55°08'35" E, 244.12 feet to a 1/2 inch steel rod with plastic cap marked RPLS 4480 set on the southwest line of Lot 1, The Hart Farm, Phase No. 3, an Ellis County subdivision, recorded in Cabinet A, Slide 719 of said Plat Records;

THENCE with the southwest line of Lot 1, The Hart Farm, Phase No. 3, the following courses and distances; S 45°47'25" E, (call S 43°58'48" E) 87.52 feet to a 1/2 inch steel rod with plastic cap marked RPLS 4480 set and S 51°42'24" E, (call S 49°54'47" E) 420.75 feet to a 1/2 inch steel rod found at a common corner of said Lot 1, The Hart Farm, Phase No. 3, and Lot 9 of said Country Creek Estates, Section 2 and an interior corner of said Latimer to Fuller tract;

THENCE with common lines of said Latimer to Fuller tract and Country Creek Estates, Section 2, the following courses and distances; S 50°28'44" W, at 148.55 feet passing a 1/2 inch steel rod found 0.2 foot left of line, in all 348.54 feet (call S 60°38' E 348.0 feet) to a 1/2 inch pipe found at an interior corner of said Country Creek Estates Section 2 and a southwest corner of said Latimer to Fuller tract and N 55°49'22" W, 538.95 feet (call N 55°31' W, 538.5 feet) to the point of beginning and containing approximately 7.42 acres of land.

Tract 2

BEING a part of the Adam Santo Survey, Abstract 977, Ellis County, Texas, Ellis County, Texas, and a part of the tract described in deed from Joe T. Latimer, et ux, to Wilton Adolphus Fuller, et ux, recorded in Volume 465, Page 558, Deed Records, Ellis County, Texas, and being more particularly described by its metes and bounds as follows;

BEGINNING at a 1/2 inch steel rod with plastic cap marked RPLS 4480 set at the southwest corner of the 1.314 acre tract described in deed from Wilton Adolphus Fuller, et ux, to Victor Wallace Fuller, et ux, recorded in Volume 621, Page 944, Deed Records, Ellis County, Texas;

THENCE N 59°50'45" E, with the southeast line of said 1.314 acre tract, 248.90 feet (call N 60° E, 248.3 feet) to a 1/2 inch steel rod with plastic cap marked RPLS 4480 set on the southwest line of Lot 1, The Hart Farm, Phase No. 3, an Ellis County subdivision, recorded in Cabinet A, Slide 719, Plat Records, Ellis County, Texas;

THENCE S 45°47'25" E, (call S 43°58'48" E) with the southwest line of Lot 1, The Hart Farm, Phase No. 3, a distance of 71.24 feet to a 1/2 inch steel rod with plastic cap marked RPLS 4480 set;

THENCE S 55°08'35" W, 244.12 feet to a 1/2 inch steel rod with plastic cap marked RPLS 4480 set;

THENCE N 45°47'25" W, 92.00 feet to the point of beginning and containing approximately 0.449 acre of land.

(leg)

EXHIBIT "A"

BEING all that certain lot, tract or parcel of land being known and designated as being all of Lots 5 and 6 and part of Lot 7 in Block 6 of the BECK ADDITION to the City of Palmer, an addition to Ellis County, Texas, according to the plat thereof as recorded in Cabinet A, Side 77 of the Plat Records of Ellis County, Texas, and being more particularly described as follows:

BEGINNING at a 1" steel pipe found in the north line of Marshall Street, said point bears S 67°55'00" E, 371.70 feet from the southeast corner of the aforesaid Block 6 and being the southeast corner of this tract;

THENCE S 67°55'00" W, (Record Reference Bearing) along said north line of Marshall Street to a 3/8" steel rod found at an angle point for corner;

THENCE S 69°58'55" W, 69.41 feet (Deed S 67°55' W, 69.3 feet) along said north line of Marshall Street to a 1/2" steel rod found for the southwest corner of the aforesaid Lot 5 and being the same for this tract;

THENCE N 17°49'29" W, 128.53 feet (Deed N 21°00'10" W, 133.45 feet) to a 1" steel pipe found for the northwest corner of the aforesaid Lot 5 and being the same for this tract;

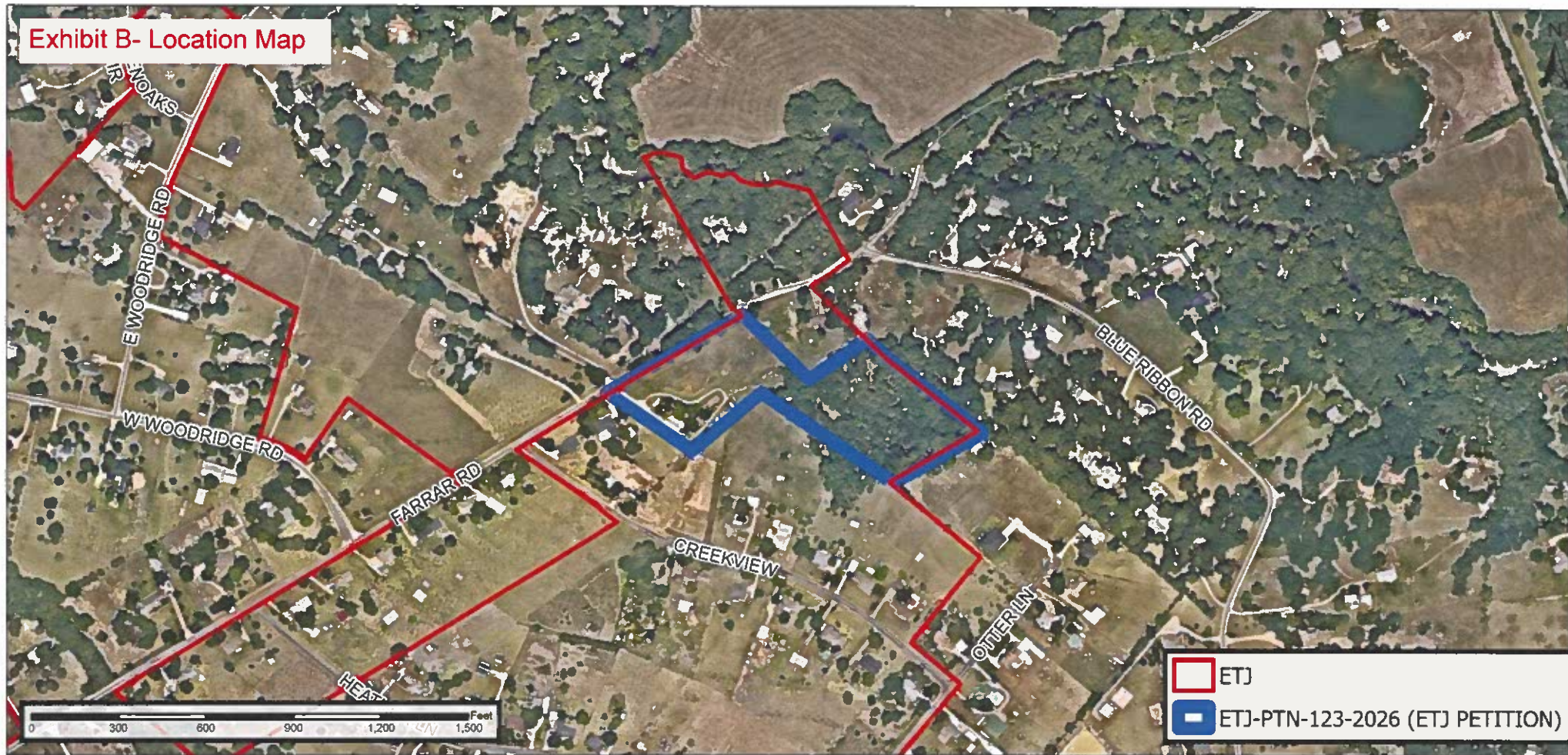
THENCE N 86°29'27" E, 22.65 feet (Deed N 74°03'50" E, 28.1 feet) to a 5/8" steel rod found for corner;

THENCE S 11°57'49" E, 11.66 feet (Deed S 17°31' E, 4.0 feet) to a 1/2" steel rod set for corner;

THENCE N 67°55'00" E, (Same as Deed) at 49.10 feet to a 3/8" steel rod found, in all 119.26 feet to a 1/2" steel rod found for the northeast corner of this tract;

THENCE S 17°36'00" E, 120.38 feet (Deed S 17°31' W, 120.22 feet) to the POINT OF BEGINNING and containing approximately 0.3802 acres of land.

(leg)



(49)

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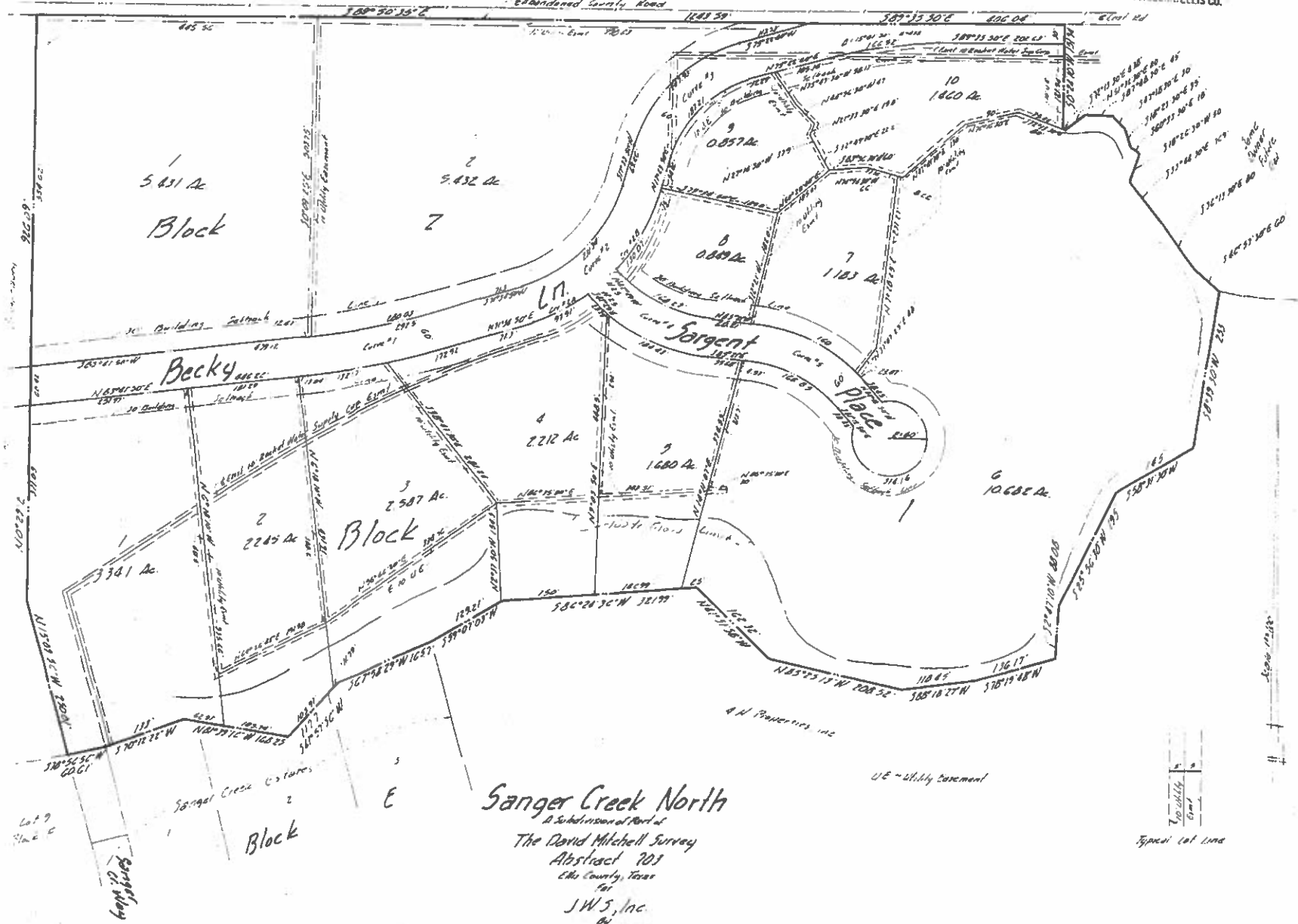
Annie Lee Smith

N W Falcman Survey Abstr 303

Edmonson County Road

1903 MAY -2 - 8-43

FILED FOR RECORD
FAYE M. WASHINGTON
CO. CLERK, ELLIS CO.



Sanger Creek North

A Subdivision of Part of

The David Mitchell Survey

Abstract 203

Edmonson County, Texas

For

J.W.S., Inc.

N. W. Krieger, Jr.

2405 Park St. El Paso, Texas

Phone 875-7001

UE - Utility Easement

Typical Lot Line

Sheet 1 of 2

(leg)



(LH)



Memorandum

To: Honorable Mayor and City Council

From: Trenton Robinson, Director of Planning and Zoning

Thru: Ricky Boyd, City Manager *RB*

Date: October 5, 2026

Re: Interlocal Cooperation Agreement with GRBK Edgewood, LLC for roadway improvements within the City of Waxahachie's city limits and ETJ.

Recommended Motion: "I move to approval the interlocal cooperation agreement between the City of Waxahachie and GRBK Edgewood, LLC allowing the city to enter into an Advance Funding Agreement ("AFA") and/or a Local On System Improvement Project Agreement ("LOSA") with TxDOT, to facilitate Developer's ability to make the roadway improvements, and authorize the Mayor and/or City Manager to execute all necessary documents"

Item Description: Consider an interlocal cooperation agreement between the City of Waxahachie and GRBK Edgewood, LLC, allowing the city to enter into an Advance Funding Agreement ("AFA") and/or a Local On System Improvement Project Agreement ("LOSA") with TxDOT, to facilitate Developer's ability to make the roadway improvements.

Item Summary: The City of Waxahachie and GRBK Edgewood, LLC (Haven Ranch Development) entered into a Development Agreement requiring the Developer to make roadway improvements to certain off-site roadways currently owned and controlled by the Texas Department of Transportation (TxDOT).

In order for the Developer to make the necessary roadway improvements, TxDOT may require the City (as the qualified local governmental entity) to enter into an Advance Funding Agreement ("AFA") and/or a Local On System Improvement Project Agreement ("LOSA") with TxDOT. and the City is agreeable to entering into such AFA and LOSA to facilitate Developer's ability to make the roadway improvements.

(uh)

The City shall sponsor and participate in the AFA and LOSA as necessary to facilitate the Roadway Improvements. The Developer shall pay for any and all costs associated with establishment of an escrow fund and for any third-party professional services needed to complete the Roadway Improvements. The City shall not be required to acquire, condemn, or purchase any property needed for construction of the Roadway Improvements.

The Developer shall be responsible for all costs associated with the Roadway Improvements. The City shall bear no responsibility to pay for any costs associated with the Roadway Improvements.

The roads that will be impacted by this agreement are portions of FM 55, Hwy 77, Chisolm Trail, and East Haven Road, as depicted and shown in Exhibit A of the attached Interlocal Cooperation Agreement.

(uh)

INTERLOCAL COOPERATION AGREEMENT FOR ROADWAY IMPROVEMENTS

This Interlocal Cooperation Agreement for Roadway Improvements (the “Agreement”) is made and entered into as of the _____ day of _____, 2026, by and between GRBK EDGEWOOD LLC, a Texas limited liability company (“Developer”), and the CITY OF WAXAHACHIE, TEXAS (the “City”) (each a “Party” and collectively, the “Parties”).

RECITALS

WHEREAS, Developer is in the process of developing approximately 1,229.5304 acres of land (the “Property”) located within the City’s extraterritorial jurisdiction (“ETJ”); and

WHEREAS, the Parties acknowledge that the Property is currently covered in whole or in part by Ellis County Fresh Water Supply District No. 3 (“ECFWSD No. 3” or the “District”), and it is the intention of the Parties that Developer will pay for the roadway improvements to serve the Property; and

WHEREAS, effective November 13, 2023, the Parties entered into that certain Haven Ranch Development Agreement covering the Property (the “Development Agreement”), which requires Developer to make the Roadway Improvements (defined below) to certain off-site roadways currently owned and controlled by the Texas Department of Transportation (“TxDOT”); and

WHEREAS, TxDOT may, as condition to Developer’s ability to make the Roadway Improvements, require the City (as the qualified local governmental entity) to enter an Advance Funding Agreement (“AFA”) and/or a Local On System Improvement Project Agreement (“LOSA”) with TxDOT, and the City is agreeable to entering into such AFA and LOSA to facilitate Developer’s ability to make the roadway improvements; and

WHEREAS, Parties desire to enter into an agreement whereby Developer agrees to pay for all costs under the AFA and LOSA; and

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions contained herein, and other good and valuable consideration, the Parties agree as follows:

1. Construction of Improvements. If TxDOT, in its sole discretion, determines that an AFA and/or LOSA is required, Developer shall complete the improvements to FM 55, US Highway 77, and Chisolm Trail that may be subject to an AFA (the “AFA Improvements”), as detailed on Exhibit “A”, and the improvements to FM 55 and Highway 77 that may be subject to a LOSA (the “LOSA Improvements”, and together with the AFA Improvements, the “Roadway Improvements”), as detailed on Exhibit “B.” After commencement of construction, the Developer shall diligently and expeditiously prosecute, in a good and workman like manner, the construction of the Roadway Improvements in accordance with approved designs, and all applicable laws, rules, and regulations.

(uh)

2. City's Obligations. The City shall sponsor and participate in the AFA and LOSA as necessary to facilitate the Roadway Improvements. The Parties acknowledge that third-party consultants may be necessary to assist Developer and the City with coordination with TxDOT and the North Central Texas Council of Government ("NCTCOG") regarding the Roadway Improvements and, if such third-party consultants are engaged, the City shall establish an escrow fund for the costs associated with third-party professional services for the Roadway Improvements to be added to the NCTCOG's Mobility Plan, and to assist with any and all other requirements for TxDOT to proceed with the Roadway Improvements. Developer shall pay for any and all costs associated with establishment of an escrow fund and for any third-party professional services needed to complete the Roadway Improvements. The City shall not be required to acquire, condemn, or purchase any property needed for construction of the Roadway Improvements. Nevertheless, the City acknowledges that any right of way or other property needed for the Roadway Improvements must be conveyed to TxDOT by the City. Upon conveyance to the City by Developer of any such property, the City agrees to convey the property to TxDOT as required by the AFA and LOSA, as applicable.

3. Financial Obligations of Parties. Developer shall be responsible for all costs associated with the Roadway Improvements. The City shall bear no responsibility to pay for any costs associated with the Roadway Improvements.

4. Design; Updates During Construction; Inspection; Ownership, Maintenance and Operation.

a) Design. Developer shall design all improvements for the Roadway Improvements according to all applicable rules, laws, and regulations. No changes to the approved design are valid without express written consent by the Parties.

b) Inspection. Upon completion of the Roadway Improvements, Developer shall give notice to TxDOT that the Roadway Improvements are complete and ready for final inspection by TxDOT. Developer shall be responsible for all costs associated with inspection of the Roadway Improvements.

5. Termination. This Agreement may only be terminated upon the written agreement of the Parties.

6. Indemnification. The Developer agrees to indemnify, defend and hold the City, its officers, employees and agents harmless from any and claim, suit, administrative proceeding or liability arising out of or related to the Developer's construction of the Roadway Improvements or any improvements related thereto or the enforcement of this agreement, including its attorney's fees.

7. Limited Waiver of Immunity. The Parties are entering into this Agreement in reliance upon its enforceability. Consequently, to the extent authorized by Subchapter I of Chapter 271 of the Texas Local Government Code, the City waives sovereign immunity to suit for the

(lh)

purpose of adjudicating a claim for breach of this Agreement. Further, the waiver of immunity herein is not enforceable by any party not a Party to this Agreement, or any party that may be construed to be a third-party beneficiary to this Agreement.

8. Entire Agreement. This Agreement represents the sole and entire agreement between the Parties and supersedes all prior negotiations, representations, understandings, or agreements between the Parties, whether written or oral. The terms and conditions contained in this Agreement may be amended only with written consent of the other Parties, which shall not be unreasonably withheld.

9. Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Texas, as applied to contracts performable in the State of Texas irrespective of or without regard to any choice of law or principles to the contrary. The Parties hereby submit to the jurisdiction of the State District Court located in Ellis County, Texas, and any action being necessary to enforce or construe any of the terms or provisions of this Agreement must be filed solely in the State District Court located in Ellis County, Texas, and no other.

10. Severability. If any term, provision or condition of this Agreement is held by a court of competent jurisdiction to be unconstitutional, invalid, void or unenforceable, the remaining provisions shall not be impaired or invalidated, but shall remain in full force and effect, and the Parties agree to negotiate in good faith to otherwise accomplish the intent of the invalid provisions.

11. Authority. Each Party represents that it has full power and authority to execute this Agreement.

12. Originals and Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

13. Conflicts. This Agreement is not intended to modify or amend the Development Agreement. In the event of any conflict between this Agreement and the Development Agreement, the Development Agreement shall control.

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

- a) No Boycott of Israel. Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. As

(uh)

used in the foregoing verification, "boycott Israel" has the meaning provided in Section 2271.001, Government Code.

- b) Not a Sanctioned Company. Developer represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes Developer and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.
- c) No Boycott of Energy Companies. Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, "boycott energy companies" has the meaning provided in Section 2276.001(1), Government Code.
- d) No Discrimination Against Firearm Entities. Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" has the meaning provided in Section 2274.001(3), Government Code.

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EXECUTED on this the _____ day of _____, 2026.

GRBK EDGEWOOD LLC,
a Texas limited liability company

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

STATE OF TEXAS §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the ____ day of _____ 2026, by Bobby L. Samuel, III, Vice President of GRBK Edgewood LLC, a Texas limited liability company on behalf of said company.

Notary Public, State of Texas

(SEAL)

(uh)

CITY OF WAXAHACHIE, TEXAS

By: _____
Name: Billie Wallace
Title: Mayor
Date: _____

ATTEST:

City Secretary

STATE OF TEXAS §
COUNTY OF ELLIS §

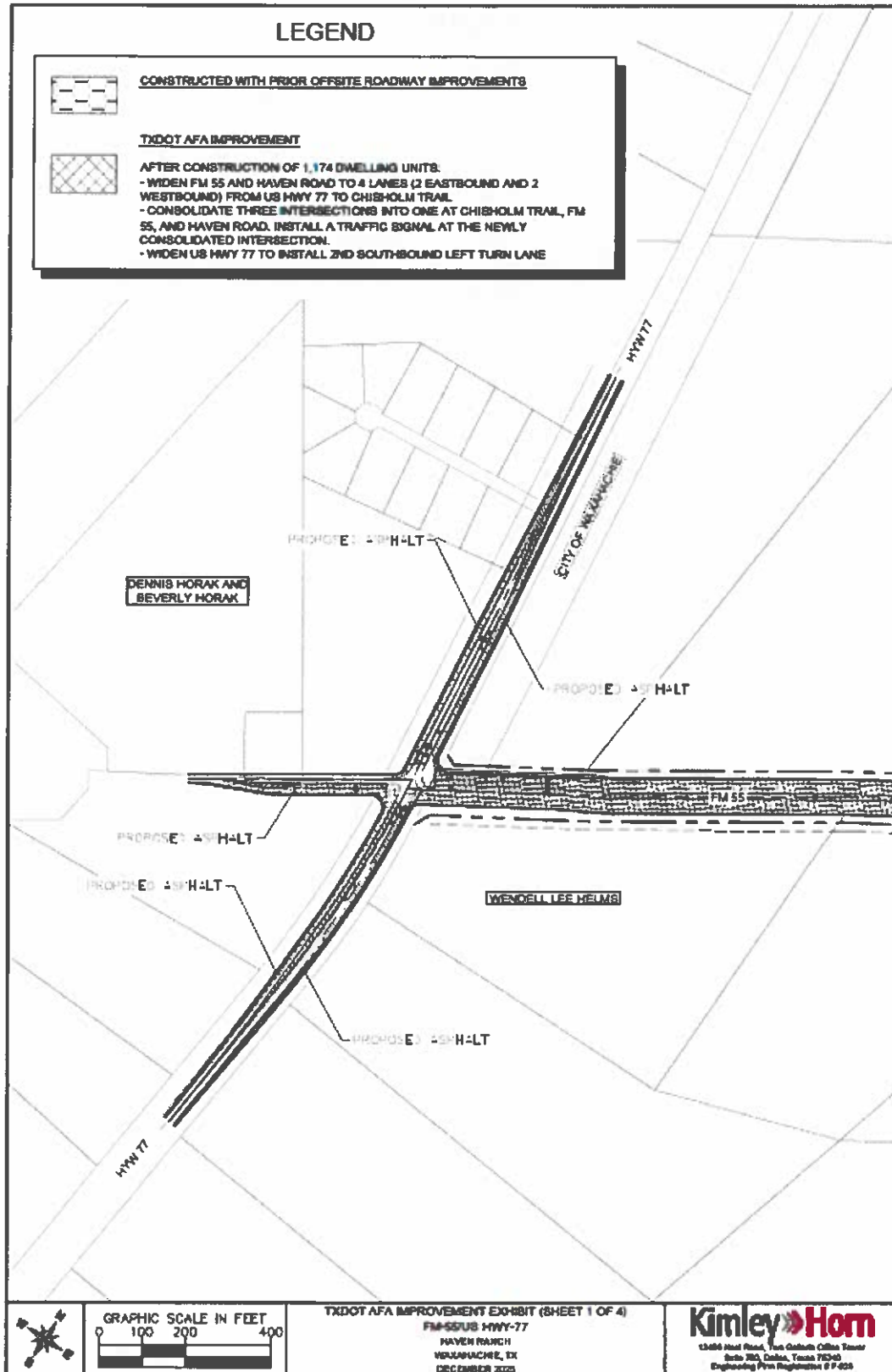
This instrument was acknowledged before me on this ___ day of _____ 2026, by Billie Wallace, Mayor of the City of Waxahachie, Texas, on behalf of said City.

Notary Public, State of Texas

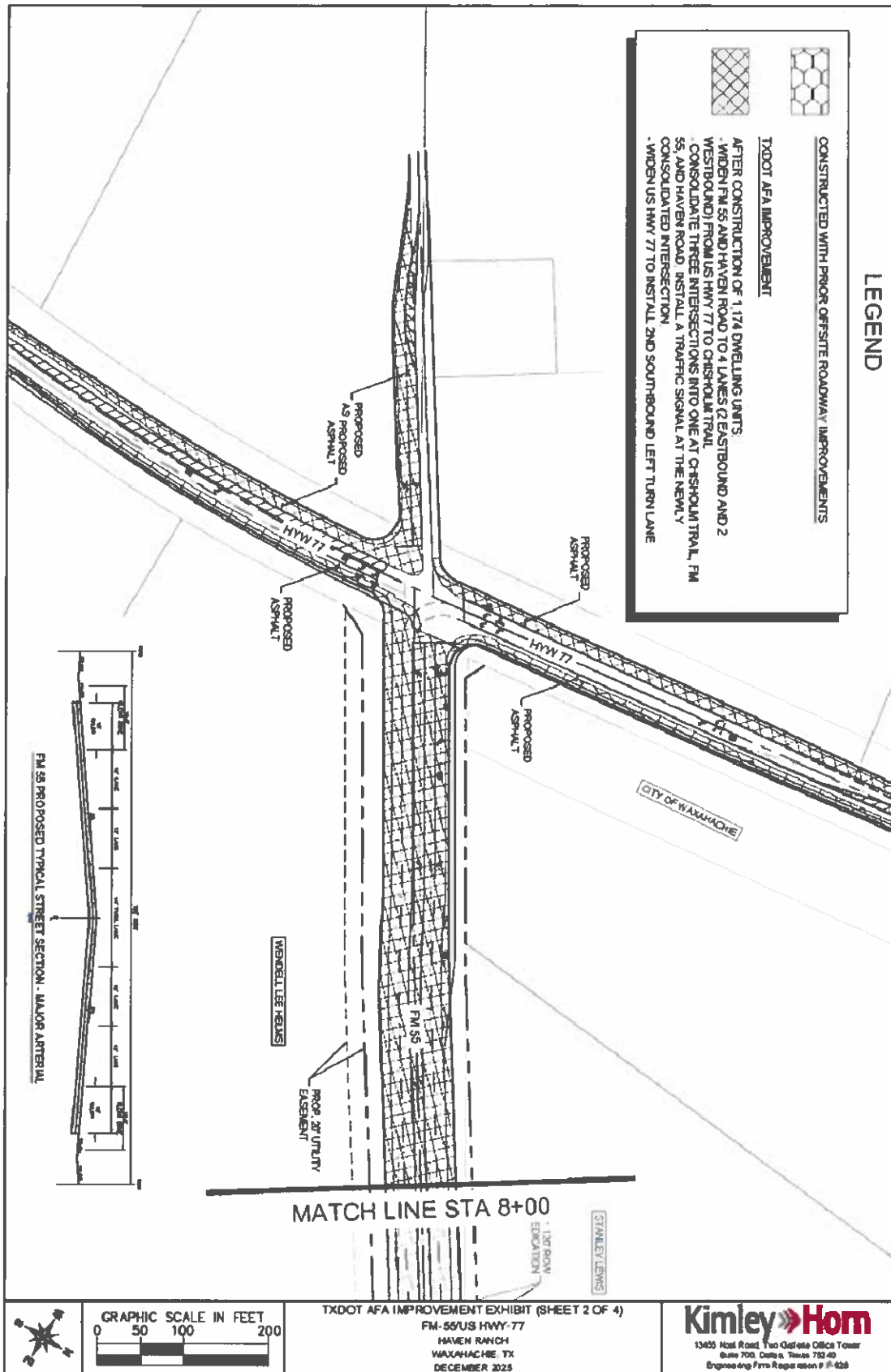
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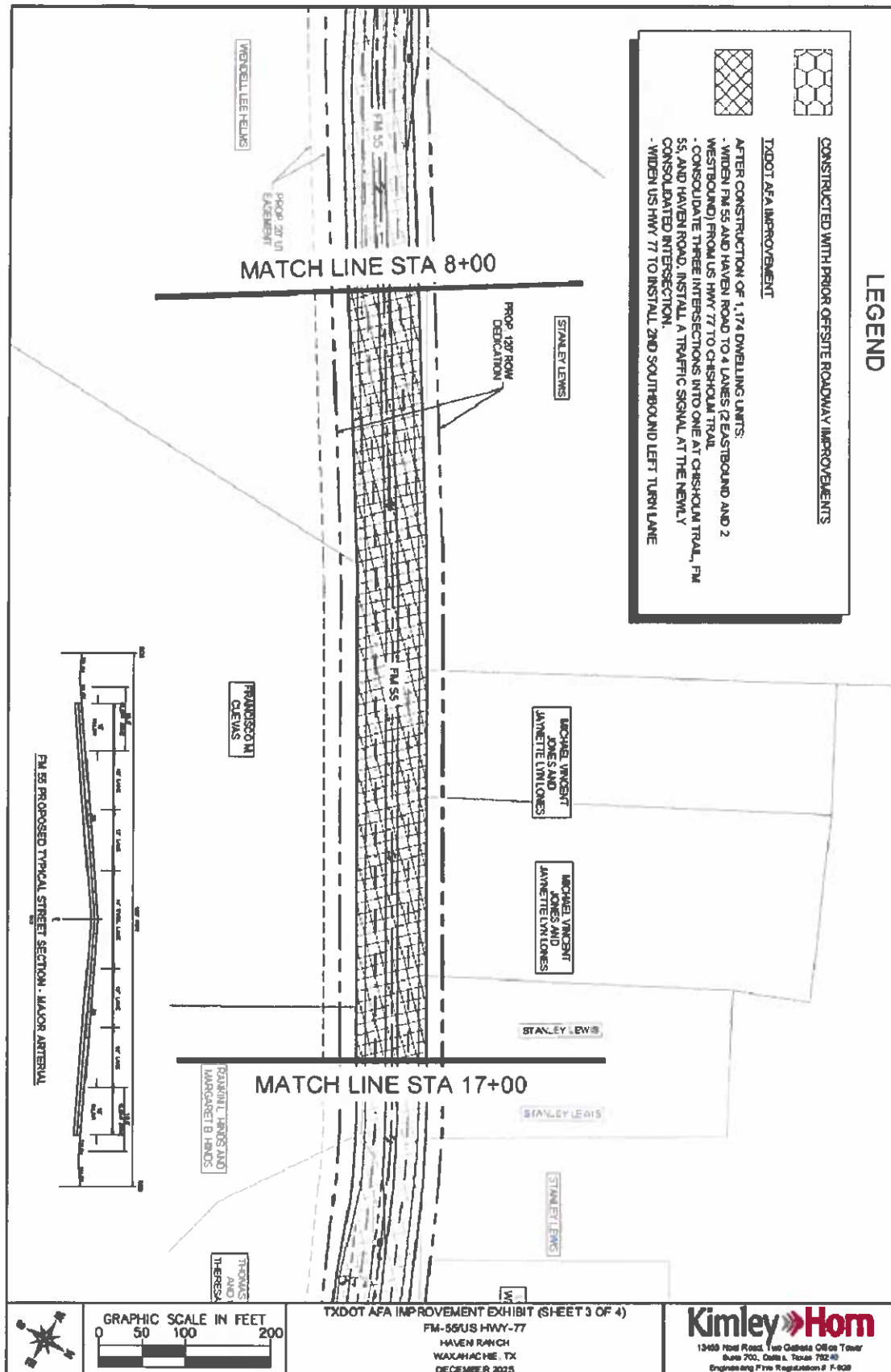
EXHIBIT "A"
AFA Roadway Improvements



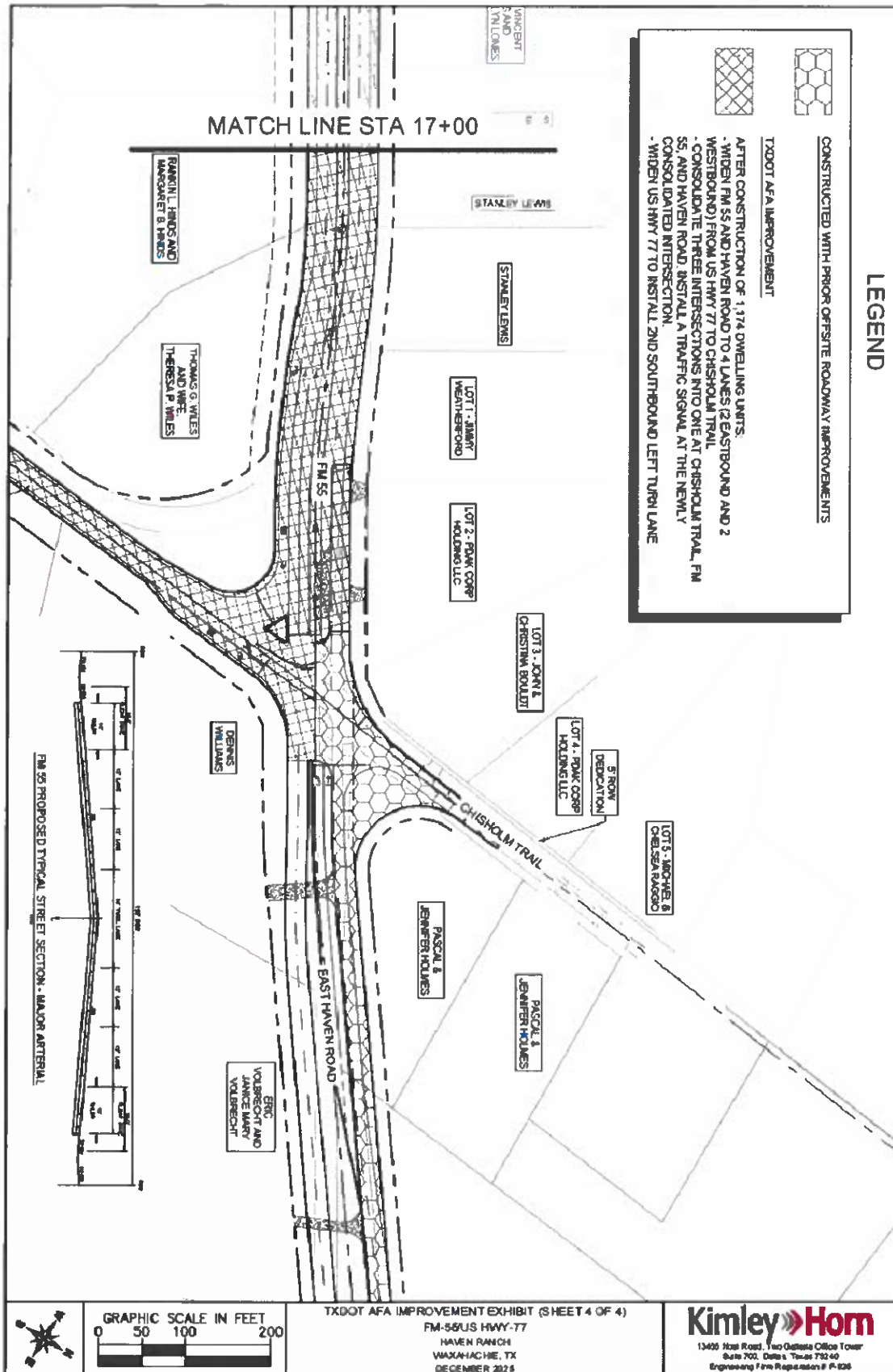
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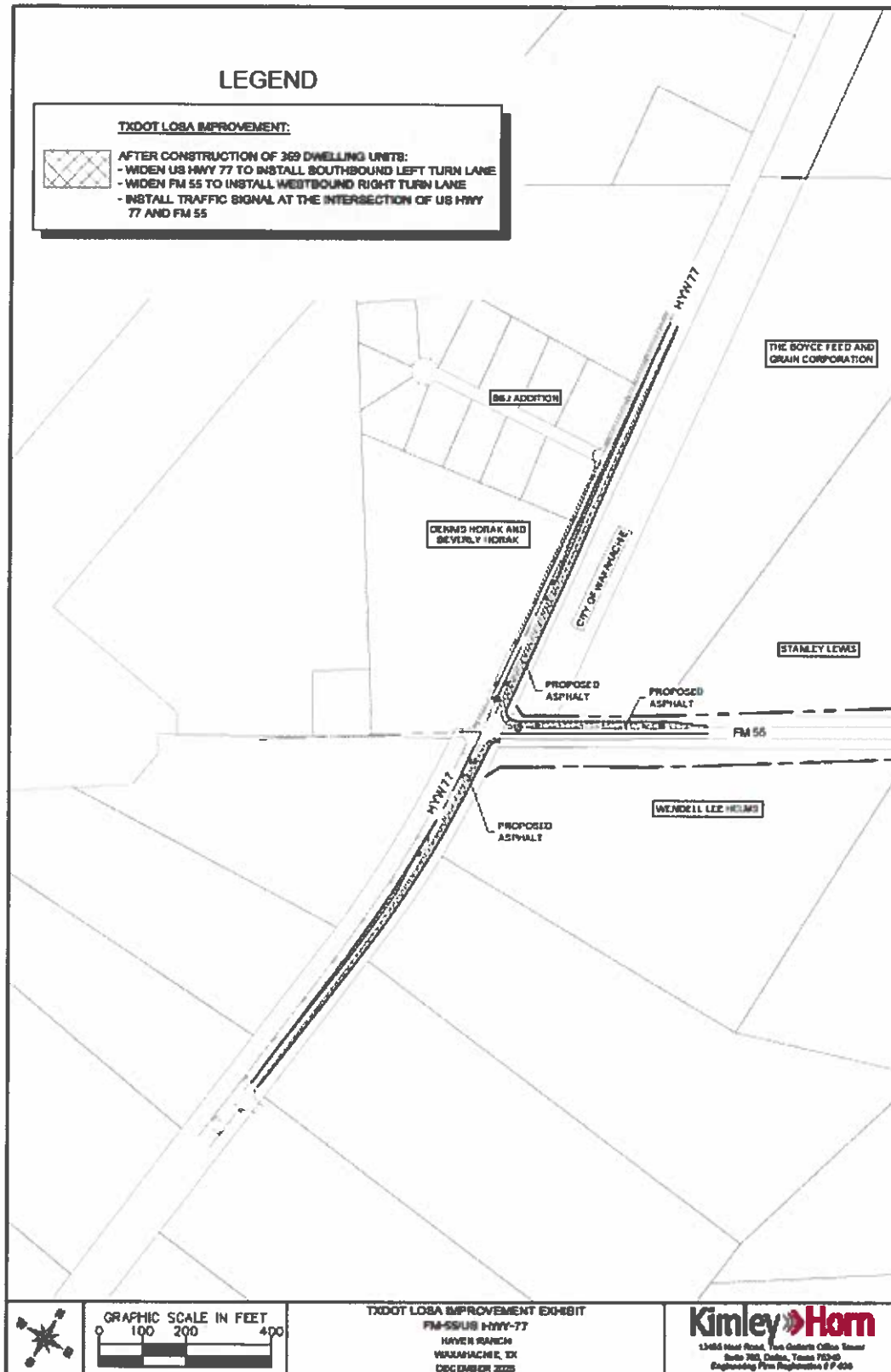


(LH)



(uh)

EXHIBIT "B"
LOSA Roadway Improvements



(ui)



Memorandum

To: WCDC Board

From: Jim Phillips, President

Thru: Ricky Boyd, City Manager

Date: September 8, 2026

Re: Consider funding request for Oddfest in the amount of \$5,900

Recommended Motion: "I move to approve the funding request for Oddfest in the amount of \$5,900."

Item Description: IOOF Lodge #80 request

Item Summary: Oddfest Event to raise funds towards building maintenance and charity work.

Financial Impact: Request of \$5,900.00 – advertising, promotion items, beverages.

(4j)



Memorandum

To: Honorable Mayor and City Council

From: James Gaertner, Director of Capital Improvement Projects

Thru: Ricky Boyd, City Manager RB

Date: October 5, 2026

Re: Consider Professional Services Agreement for the US 77 36-Inch Water Transmission Main Project

Motion: "I move to approve a professional services agreement with Nathan D. Maier Consulting Engineers, Inc. for the US 77 36-Inch Water Transmission Main project in the amount of \$507,566 and authorize the City Manager to execute all necessary documents."

Item Description: Consider approval of a professional services agreement with Nathan D. Maier Consulting Engineers, Inc. for the US 77 36-Inch Water Transmission Main project.

Item Summary: This project will install a new 36-inch diameter water transmission line along US Highway 77 from the southern property boundary of the Robert W. Sokoll Water Treatment Plant to north of Grove Creek Road. This new water transmission main will help distribute more water out of the Sokoll Water Treatment plant to the northern part of the city.

Fiscal Impact: The US 77 36-Inch Water Transmission Main project is part of the approved 5-year Capital Improvement Program and it is within budget. The total amount of \$507,566 will be funded through the 2022 Water Bond.

(uK)



Memorandum

To: Honorable Mayor and City Council

From: James Gaertner, Director of CIP Engineering

Thru: Ricky Boyd, City Manager *RB*

Date: October 5, 2026

Re: Consider Professional Services Agreement for the 2027 Water and Sewer Rehabilitation Project

Motion: "I move to approve a professional services agreement with Quiddity Engineering, LLC for the 2027 Water and Sewer Rehabilitation project in the amount of \$493,000 and authorize the City Manager to execute all necessary documents."

Item Description: Consider approval of a professional services agreement with Quiddity Engineering, LLC for the 2027 Water and Sewer Rehabilitation project.

Item Summary: This project is part of the approved 5-Year Capital Improvement Program and will replace existing water and wastewater lines due to age and capacity limitations of these lines. The following are the locations of the water and wastewater line replacements design services:

Water Main Replacement Locations:

- Barger Drive – from Brown St. to Brown St.
- Burnett Street – from Wyatt St. to Eggar St.
- Kirksey Street – from Brown St. to Ferris Ave.
- Jefferson Street – Elm St. to Rogers St.

(uk)

- Franklin Street – Elm St. to Rogers St.
- Hawkins Street – North of BNSF Railroad to Waxahachie City Cemetery driveway.

Wastewater Main Replacement Locations:

- Barger Drive – from Brown St. to Brown St.
- Burnett Street – from Wyatt St. to Eggar St.
- Kirksey Street – from Brown St. to Ferris Ave.
- Ferris Avenue – 1408 Ferris Ave to Kirksey St.
- Jefferson Street – Elm St. to Rogers St.

Fiscal Impact: The 2027 Water and Wastewater Rehabilitation project is part of the approved 5-year Capital Improvement Program and it is within budget. \$267,880 will be funded through the Water Fund, \$225,120 will be funded through the Wastewater Fund. The total professional services agreement amount is \$493,000.

Planning & Zoning Department

Zoning Staff Report

(7)

Case: ZDC-83-2026



MEETING DATE(S)

Planning & Zoning Commission:

September 15, 2026

City Council:

October 5, 2026

CAPTION

Public Hearing on a request by Jeremy Nelson, Westfall Engineering, for a **Specific Use Permit (SUP)** for a **Unified Lot Sign** use for a Child Daycare Center within a General Retail (GR) zoning district located at 1328 and 1332 Brown Street (Property ID(s): 295112 and 295113); Owner(s): Buffalo Creek Plaza LLC and Desert Owl Realty, LLC (ZDC-83-2026)

RECOMMENDED MOTION

"I move to deny of ZDC-83-2026, a Specific Use Permit (SUP) for a Unified Lot Sign and associated deviations for a Child Daycare Center (The Learning Experience)."

Staff Note: Staff supports requiring full compliance with standard glazing requirements of 30% per elevation.

ACTION SINCE THE INITIAL STAFF REPORT

At the Planning & Zoning Commission meeting held on September 15, 2026, the Commission voted 7-0 to recommend approval of the SUP request of a Unified Lot Sign and requested deviations for a Child Daycare Center and as the elevations were requested by the applicant and presented in the report.

APPLICANT REQUEST

The Applicant requests a Specific Use Permit (SUP) to allow for the construction of a Unified Lot Sign (Multi-tenant Sign) for a Child Daycare Center use at 1328 Lot 1 and for the benefit of 1332 Brown Street Lot 2. The request also includes two deviations as described in the Planning Analysis below: they are for a 115 square foot wall sign on the west elevation (rear) and to reduce the glazing requirement from 30% per elevation to approximately 7 to 14%.

CASE INFORMATION

Applicant:

Jeremy Nelson, Westfall Engineering

Property Owner(s):

Buffalo Creek Plaza, LLC and Desert Owl Realty, LLC

Site Acreage:

2.16 acres

Current Zoning:

General Retail (GR)

Requested Zoning:

GR with a SUP for a Unified Lot Sign use

SUBJECT PROPERTY

General Location:

1328 (Lot 1) and 1332 (Lot 2) Brown Street

Parcel ID Number(s):

295112 and 295113

(7)

Existing Use:

Undeveloped

Development History:

The subject property is platted as Lots 1 and 2, Block A of the Buffalo Creek Addition in 2022.

Adjoining Zoning & Uses:

Direction	Zoning	Current Use
North	GR w/ SUP for Convenience Store w/ Gasoline Sales (Ord No. 3363) and Pole Sign (Ord. No. 3386)	QuikTrip (QT)
East	GR	Undeveloped Land
South	GR	LoneStar Bariatrics
West	GR and PD-44- GR	Buffalo Creek Assisted Living and Memory Care

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. 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 primary access to the subject property is from Indian Drive (80' Major Collector)

Site Aerial:



(7)

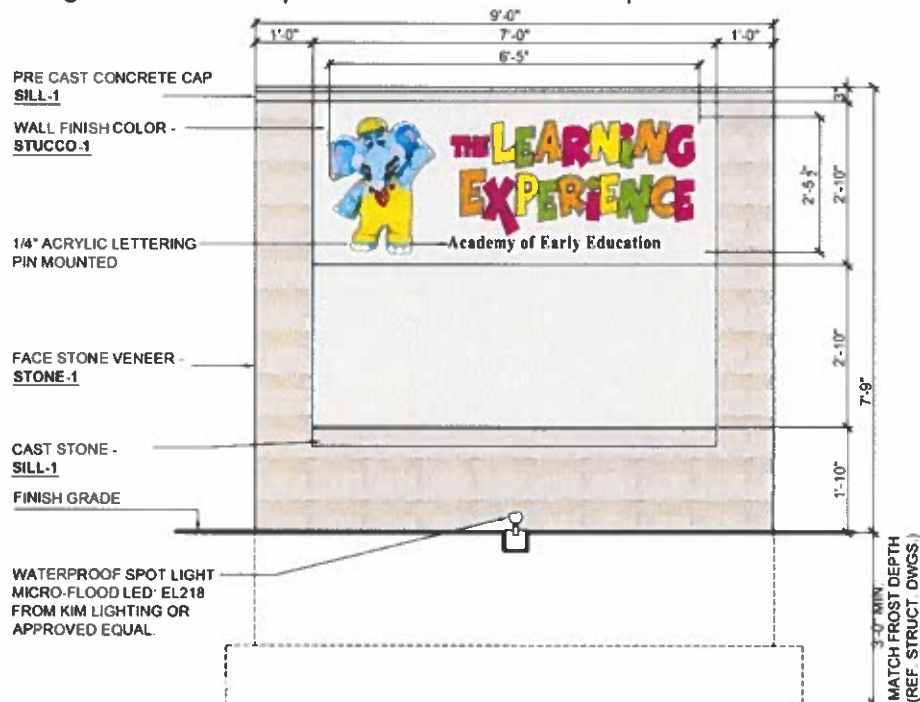
The applicant previously requested approval of a Specific Use Permit (SUP) for a Unified Lot Sign associated with a Child Daycare Center (The Learning Experience, ZDC-23-2026) located on Lot 2 (1332 Brown Street). As part of that request, the applicant sought deviations from Section 5.01(b)(iv)(7)(b)(v) (Exterior Construction Requirements) to reduce the required 30% glazing per elevation, as well as Section 5.08 (Sign Regulations) regarding maximum permitted wall sign area.

On June 15, 2026, the City Council considered the request, but two separate motions failed:

- A motion to approve the SUP subject to Staff conditions and P&Z's 20% average glazing recommendation (failed 2-3).
- A motion to approve the SUP subject to Staff conditions and the standard Zoning Ordinance requirement of 30% glazing per elevation (failed 2-3).

The applicant proposes to develop a Child Daycare Center (The Learning Experience) on Lot 1 (1328 Brown Street), with a Unified Lot Sign to be installed on the adjacent property, Lot 2 (1332 Brown Street), which has frontage along Indian Drive and Brown Street. The proposed sign location is necessary because neither lot has direct access or frontage along Brown Street. Therefore, the Applicant seeks approval of an off-site Unified Lot Sign within the General Retail (GR) zoning district, which is only permitted by SUP. The proposed sign location complies with the setback requirements established by the Waxahachie Zoning Ordinance.

The proposed Unified Lot Sign structure will have an overall height of seven feet, nine inches (7'-9"), a width of nine feet (9'-0"), and a total sign structure area of approximately 69.75 square feet, and an actual tenant copy area of 21 square feet per face. The unified lot sign is proposed to be constructed of stone and stucco materials designed to complement the architectural style and exterior building materials of The Learning Experience. Additionally, the sign includes tenant panels intended to serve occupants of both Lots 1 and 2.



(1)

Planning Analysis (continued):

The Applicant requests a deviation from Section 5.01.b.iv.7.b.v of the Waxahachie Zoning Ordinance to decrease the minimum requirement amount of glazing from 30% to the proposed amounts listed below:

	Building Façade*	Building Elevation**
North Elevation	9.17%	11.89%
East Elevation	10.22%	14.12%
South Elevation	6.56%	8.51%
West Elevation	9.12%	11.9%
Total average	8.76%	11.61%

**Building Façade is defined as the portion of any exterior elevation on the building extending from grade to top of the parapet, wall, or eaves and the entire width of the building elevation.*

***Building Elevation is defined as a vertical distance above or below a fixed reference level (roofline).*

The request for the deviation is based on national childcare safety standards, which discourage the use of glass due to child safety concerns, potential mold and moisture issues, and increased long-term maintenance requirements, while also supporting an improved architectural design.

To ensure visibility and identification of the business from both directions, the Applicant also requests a deviation from Section 5.08.d.ii.24 of the Waxahachie Zoning Ordinance for the rear wall and by providing an additional sign of 115 square feet. The Applicant proposes to install wall signage on the front (east) and rear (west) elevations of the building. Each proposed wall sign is 115 square feet in size. The front elevation is limited to 125 square feet and the rear 115 square feet based on their lineal foot of each building frontage.

Upon further review after the Planning & Zoning Commission meeting, the applicant appears to be calculating glazing percentages by including the total area of each architectural component containing glazing—inclusive of its fenestration and surrounding framing—which accounts for their proposed figures.

Concluding Summary

Staff supports the requested SUP application request and the deviation from the Sign Regulations of the Waxahachie Zoning Ordinance, as an alternative design that can provide adequate site visibility to the subject property while remaining generally consistent with the intent of the ordinance, provided the Applicant complies with the minimum glazing requirements.

Staff's support for the signage deviation is contingent upon compliance with the building design and glazing requirements, as the proposed structure is intended to remain on site in perpetuity and should complement and enhance the surrounding development pattern. While signage on the structure may change as future tenants come and go, the building itself will remain. Accordingly, staff seeks to maintain a high-quality architectural appearance and ensure the structure retains long-term adaptability for future commercial occupancy.

PUBLIC NOTIFICATIONS

In accordance with Chapter 211 of the Texas Local Government Code and the City's public hearing notification requirements, 9 notices were mailed to property owners located within 200 feet of the subject property. In addition, notice of the public hearing was published in the Waxahachie Sun. Staff received no letters in support and no letter expressing concerns regarding the Specific Use Permit (SUP) request without indicating either support or opposition.

(1)

RECOMMENDATION

Based on the information provided in this Staff Report and the materials submitted in support of the request, the Planning Department recommends denial of the Specific Use Permit.

Staff would support the following conditions below.

Conditions:

1. A mutually agreed upon Development Agreement shall be required for the development to be executed within thirty (30) calendar days of the approval of this SUP request.
2. The Applicant shall meet the minimum requirement of 30% glazing per elevation.
3. The Applicant may exceed the sign face area by 115 square feet as described in the Planning Analysis herein.
4. All proposed lighting fixtures shall be downward facing and fully shielded to prevent light pollution that could create a nuisance to adjacent properties.
5. The Property Owner shall provide a permanent irrigation system for all required landscape areas shown on the Landscape Plan and maintain the required landscaping at all times.
6. Prior to the issuance of a sign permit, the Property Owners of Lots 1 and 2 shall execute and record in the Ellis County Deed Records a perpetual Unified Sign and Access Easement Agreement running with the land, approved as to form by the City Attorney.
7. The Applicant shall receive all necessary building permits from the Building & Community Services Department prior to construction.

ATTACHED EXHIBITS

1. SUP and Exception Requests Letter
2. SUP Ordinance
3. Development Agreement

STAFF CONTACT INFORMATION

Prepared by:

Oanh Vu

Senior Planner

ovu@waxahachietx.gov

Reviewed by:

Trenton Robertson, AICP

Director of Planning

troberson@waxahachietx.gov

July 15, 2026

City of Waxahachie – Planning and Zoning
Ms. Oanh Vu, Senior Planner
408 South Rogers Street
Waxahachie, Texas 75168

Re: The Learning Experience | SUP/Site Plan Application

Dear Ms. Vu,

I am writing to formally request the review of a Site Plan and Specific Use permit application for **Buffalo Creek Addition, Lot 1**.

As part of this request, we are seeking approval for the following:

1. SUP for a Shared/Unified Lot Sign:

Approval of a monument sign to serve as a unified lot sign for both Lot 1 (TLE) and the future user on Lot 2 within the Buffalo Creek Addition. This use is permitted with an approved SUP by City Council.

This request is a direct result of site design changes required by the City during the review process. The original concept plan sited the facility's main entrance and primary access off Brown Street, the more prominent roadway at the Brown Street/U.S. 287 corner. Over the course of review, P&Z directed that the main entrance be relocated from Brown Street to Indian Drive. While Ownership has accommodated this change, it creates a wayfinding challenge: visitors approaching the site along Brown Street — the road with greater visibility and traffic — will no longer see a building entrance from that frontage and must instead be directed around to Indian Drive to reach the facility.

For a Child Daycare Center, where parents are making time-sensitive drop-offs and pickups, often unfamiliar with the site, this is not a cosmetic concern — clear identification of where to turn and where the entrance is located is a functional safety and accessibility issue. The proposed unified monument sign is intended to solve exactly this problem: giving visitors approaching from Brown Street a clear, visible marker directing them to the relocated Indian Drive entrance, while also serving Lot 2's future user through a coordinated signage approach rather than duplicative signage along the frontage.

2. Wall Signage — Increase in Total Signage Area Allowed

A variance to increase the maximum amount of signage permitted to accommodate the Child Daycare Center and ensure adequate visibility for the site.

Total proposed wall signage: 230 SF

3. Decrease in Required Glazing

Per Section 5.01(b)(iv)(7)(b)(v) of the City of Waxahachie Zoning Ordinance, which requires windows and glazing to comprise a minimum of 30% of each building elevation, Ownership requests approval of a 20% blended average across all elevations. This request was previously reviewed and supported by the Planning and Zoning Commission, and Ownership respectfully asks that this prior professional review inform the City Council's reconsideration.

The requested 20% glazing ratio reflects a deliberate, use-specific design approach appropriate for an early-childhood education facility. Unlike a conventional retail storefront, The Learning Experience building must balance natural light and architectural quality with classroom functionality, child safety, privacy, security, energy performance, and occupant comfort.

- **Classroom function and layout.** Interior classrooms are organized around usable wall space for instructional purposes, storage, and learning-wall displays. Increasing glazing area to meet a percentage threshold, rather than to serve a program need, would come directly at the expense of this functional wall space.
- **Child safety.** Extensive low-level exterior glazing in rooms occupied by young children introduces practical safety concerns, including impact risk, that are appropriately minimized through a more measured glazing approach.
- **Privacy and security.** Limiting direct exterior visibility into classrooms protects the privacy and security of the children, staff, and families using the facility — a priority for any licensed childcare operator and one increasingly expected by parents and regulators alike.
- **Energy performance and occupant comfort.** Reduced glazing area lowers solar heat gain and glare within classrooms, supporting a stable, comfortable, temperature-controlled learning environment and reducing HVAC load — consistent with the City's broader interest in energy-efficient development.

Structural impact of full code compliance. Beyond the design and operational considerations above, Ownership has also evaluated the structural implications of a fully compliant 30%-per-elevation design. The building's proposed wood-frame construction — selected for its cost efficiency and compatibility with the intended architectural character — relies on a system of bearing and shear walls that depend on a defined amount of solid wall area to perform. Increasing glazing to 30% on every elevation would compromise the wall area needed for this system, requiring the introduction of structural moment frames throughout the building to compensate for the lost shear and bearing capacity. Ownership's structural engineer has advised that this modification would require approximately a dozen such moment frames, the exact number and configuration to be determined through final structural calculations. This is not a design preference or incidental upgrade — it is a structural necessity triggered directly by the 30% glazing requirement, and it carries significant additional construction cost and a meaningful delay to the project schedule while the structural system is redesigned and re-engineered. The 20% average option requires no such structural upgrades.

(7)

Ownership has evaluated the fully code-compliant 30% glazing alternative and is prepared to proceed with it if required. However, as reflected in the attached elevation exhibits, the additional glazing does not enhance the building's architectural character or contribute meaningfully to the streetscape — it simply adds glass area to satisfy a percentage calculation that was developed with general commercial tenants in mind, not a supervised childcare use, and in this case triggers a substantial structural redesign with no corresponding functional or safety benefit to the building or its occupants. The proposed 20% design instead pairs a considered glazing ratio with enhanced façade treatment, preserving design quality, cost efficiency, and construction timeline while serving the actual operational needs of the facility.

Ownership requests that the City weigh these use-specific, design, and structural considerations, alongside the prior P&Z support for this same 20% approach, in its reconsideration of this variance.

Thank you for your consideration. Please feel free to contact me if further clarification is needed.
Sincerely,

Jeremy B. Nelson, PE
Project Manager
Westfall Engineering, PLLC
817.271.4028
jnelson@westfalleng.com

Enc: [SUP/Site Plan Submittal Materials]

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING A SPECIFIC USE PERMIT (SUP) TO ALLOW A UNIFIED LOT SIGN USE LOCATED AT 1328 AND 1332 BROWN STREET IN THE CITY OF WAXAHACHIE, ELLIS COUNTY, TEXAS, BEING 1.11 ACRES KNOWN AS PROPERTY ID 295112 AND 295113, AND ORDERING THE CHANGING OF THE ZONING MAP THEREOF IN ACCORDANCE WITH SAID CHANGE.

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

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

WHEREAS, a proper application for an SUP has been made in accordance with the zoning ordinances in the City of Waxahachie and said application has been assigned case number ZDC-83-2026. 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 City Council having heard all arguments for and against said SUP;

NOW, THEREFORE, this property is rezoned from GR to GR, with an SUP in order to allow a Unified Lot Sign on the following property: Property ID(s) 295112 and 295113, which is shown on the Location Map (Exhibit A), Building Materials/Elevations Plan (Exhibit B), Site Plan (Exhibit C), Landscape Plan (Exhibit D), Signage and Details Plan (Exhibit E), and Floorplan (Exhibit F).

SPECIFIC USE PERMIT

Purpose and Intent

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

Specific Use Permit

FOR OPERATION OF A SPECIFIC USE PERMIT FOR A UNIFIED LOT SIGN USE WITHIN A GENERAL RETAIL (GR); the following standards and conditions are hereby established as part of this ordinance:

1. The subject property shall conform to the site plan approved by the City Council under case number ZDC-83-2026.
2. Development on the subject property shall adhere to the following exhibits approved by the City Council: Exhibit A – Location Map, Exhibit B – Building Materials/Elevations Plan, Exhibit C – Site Plan, Exhibit D – Landscape Plan, Exhibit E – Signage and Details Plans, Exhibit F – Floorplan, and Exhibit G – Photometric Plan.
3. A mutually agreed upon Development Agreement shall be required for the development to be executed within thirty (30) calendar days.
4. The Applicant shall meet the minimum requirement of 30% glazing per elevation.
5. All proposed lighting fixtures shall be equipped with shield to prevent light pollution that could create a nuisance to adjacent properties.
6. The Owner shall provide a permanent irrigation system for all required landscape areas shown on Exhibit D – Landscape Plan and maintain the landscaping required for screening at all times.
7. Prior to the issuance of a sign permit, the Property Owners of Lots 1 and 2 shall execute and record in the Ellis County Deed Records a perpetual Unified Sign and Access Easement Agreement running with the land, approved as to form by the City Attorney.
8. The Applicant and/or Developer for the subject property shall be responsible for obtaining building permits per the City's applicable rules and regulations governing such permits.
9. All development within the subject property will be subject to obtaining building permits from the City in accordance with the City's applicable rules and regulations governing such permits.
10. 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.
11. Any zoning, land use requirement, or restriction not contained within this Zoning Ordinance, the Development Agreement, or Staff Report as approved by City Council, shall conform to those requirements and/or standards prescribed in Exhibit B – Building Materials/Elevations Plan, Exhibit C – Site Plan, Exhibit D – Landscape Plan, Exhibit E – Signage and Details Plan, Exhibit F – Floorplan, and Exhibit G – Photometric Plan. Where regulations are not

(8)

specified in Exhibits B, C, D, E, F, and G of this Zoning Ordinance, or the Development Agreement, the regulations of the General Retail (GR) Zoning District shall apply to this development.

12. City Council shall have the right to review the Specific Use Permit at any point, if needed.

Compliance

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

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 5th day of October, 2026.

MAYOR

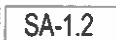
ATTEST:

City Secretary

(8)



1 EAST ELEVATION
SCALE: 1/8"=1'-0"



(8)



 DHD - DODGE VAGN MYSTLE
 HBS - HELLER R STEVENS
 CM - CRENS MYSTLE
 VT - VITEX
 LGM - LITTLE GEM MAGNOLIA
 CE - CEDAR ELM
 RD - RED OAK
 LB - LIVE OAK

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B  BUFFER VARS 1
C  INTERIOR TIME
P  PARKING TIME
S  STREET TIME

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TYPE	REV	CONCRETE WORK	FINISHES WORK	TYPE	REV	CONCRETE WORK	FINISHES WORK
11	11	Center Line	1" thick	7	7	1" thick	1" thick
12	12	Line Out	2" thick	8	8	2" thick	2" thick
13	13	Red Out (Bumpout)	3" thick	9	9	3" thick	3" thick
14	14	Red Out (Bumpout)	3" thick	10	10	3" thick	3" thick
15	15	Red Out (Bumpout)	3" thick	11	11	3" thick	3" thick
16	16	Red Out (Bumpout)	3" thick	12	12	3" thick	3" thick
17	17	Red Out (Bumpout)	3" thick	13	13	3" thick	3" thick
18	18	Red Out (Bumpout)	3" thick	14	14	3" thick	3" thick
19	19	Red Out (Bumpout)	3" thick	15	15	3" thick	3" thick
20	20	Red Out (Bumpout)	3" thick	16	16	3" thick	3" thick
21	21	Red Out (Bumpout)	3" thick	17	17	3" thick	3" thick
22	22	Red Out (Bumpout)	3" thick	18	18	3" thick	3" thick
23	23	Red Out (Bumpout)	3" thick	19	19	3" thick	3" thick
24	24	Red Out (Bumpout)	3" thick	20	20	3" thick	3" thick
25	25	Red Out (Bumpout)	3" thick	21	21	3" thick	3" thick
26	26	Red Out (Bumpout)	3" thick	22	22	3" thick	3" thick
27	27	Red Out (Bumpout)	3" thick	23	23	3" thick	3" thick
28	28	Red Out (Bumpout)	3" thick	24	24	3" thick	3" thick
29	29	Red Out (Bumpout)	3" thick	25	25	3" thick	3" thick
30	30	Red Out (Bumpout)	3" thick	26	26	3" thick	3" thick
31	31	Red Out (Bumpout)	3" thick	27	27	3" thick	3" thick
32	32	Red Out (Bumpout)	3" thick	28	28	3" thick	3" thick
33	33	Red Out (Bumpout)	3" thick	29	29	3" thick	3" thick
34	34	Red Out (Bumpout)	3" thick	30	30	3" thick	3" thick
35	35	Red Out (Bumpout)	3" thick	31	31	3" thick	3" thick
36	36	Red Out (Bumpout)	3" thick	32	32	3" thick	3" thick
37	37	Red Out (Bumpout)	3" thick	33	33	3" thick	3" thick
38	38	Red Out (Bumpout)	3" thick	34	34	3" thick	3" thick
39	39	Red Out (Bumpout)	3" thick	35	35	3" thick	3" thick
40	40	Red Out (Bumpout)	3" thick	36	36	3" thick	3" thick
41	41	Red Out (Bumpout)	3" thick	37	37	3" thick	3" thick
42	42	Red Out (Bumpout)	3" thick	38	38	3" thick	3" thick
43	43	Red Out (Bumpout)	3" thick	39	39	3" thick	3" thick
44	44	Red Out (Bumpout)	3" thick	40	40	3" thick	3" thick
45	45	Red Out (Bumpout)	3" thick	41	41	3" thick	3" thick
46	46	Red Out (Bumpout)	3" thick	42	42	3" thick	3" thick
47	47	Red Out (Bumpout)	3" thick	43	43	3" thick	3" thick
48	48	Red Out (Bumpout)	3" thick	44	44	3" thick	3" thick
49	49	Red Out (Bumpout)	3" thick	45	45	3" thick	3" thick
50	50	Red Out (Bumpout)	3" thick	46	46	3" thick	3" thick
51	51	Red Out (Bumpout)	3" thick	47	47	3" thick	3" thick
52	52	Red Out (Bumpout)	3" thick	48	48	3" thick	3" thick
53	53	Red Out (Bumpout)	3" thick	49	49	3" thick	3" thick
54	54	Red Out (Bumpout)	3" thick	50	50	3" thick	3" thick
55	55	Red Out (Bumpout)	3" thick	51	51	3" thick	3" thick
56	56	Red Out (Bumpout)	3" thick	52	52	3" thick	3" thick
57	57	Red Out (Bumpout)	3" thick	53	53	3" thick	3" thick
58	58	Red Out (Bumpout)	3" thick	54	54	3" thick	3" thick
59	59	Red Out (Bumpout)	3" thick	55	55	3" thick	3" thick
60	60	Red Out (Bumpout)	3" thick	56	56	3" thick	3" thick
61	61	Red Out (Bumpout)	3" thick	57	57	3" thick	3" thick
62	62	Red Out (Bumpout)	3" thick				

NOTE: Plans list is an aid to bidder's only. Contractor shall verify all quantities on plan. All heights and spreads are minimums. All plant material shall meet or exceed spacing as indicated. All trees to have straight trunks and be matching within varieties.

AUTOMATIC IRRIGATION SYSTEM TO BE INSTALLED PER THE CITY OF WAXAHACHE TREE STANDARDS AND REQUIREMENTS

AUTOMATIC SPRINKLER SYSTEM TO BE INSTALLED PER THE CITY OF WAKARUSKE AND TCEQ STANDARDS AND REQUIREMENTS

[illegible][illegible]

1. CONTRACTOR SHALL VERIFY ALL EXISTING AND PROPOSED UTILITIES, ELEMENTS AND NOTIFY AGENCIES AND ALL INTERFERENCES. AGENCY SHALL PROVIDE LOCATION AND DEPTH ADJUSTMENTS BY UTILITY.
2. CONTRACTOR SHALL LOCATE ALL EXISTING LANDSCAPE AND UTILITIES AND NOTIFY AGENCIES OF ANY CONFLICTS. CONTRACTOR SHALL REMOVE CAUTION WHEN WORKING IN THE VICINITY OF UNDERGROUND UTILITIES.
3. CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL NECESSARY LANDSCAPE AND ASSOCIATION PERMITS.
4. CONTRACTOR TO PROVIDE A TEMPORARY SITE OFFICE AREA WITH ALL STRUCTURES.
5. ALL PLANTING AND LANDSCAPE SHALL BE SUPERVISED BY STEEL DESIGNER. SEE STEEL TO BE INSTALLED ADJACENT TO STRUCTURE ON CURB.
6. ALL LANDSCAPE SHALL BE NEW REPLACEMENT WITH ALL UNDERGROUND AND AUTOMATIC IRRIGATION SYSTEM AND SHALL INCLUDE TREES AND FENCEZ BOUNDING.
7. ALL LANDSCAPE SHALL BE TO BE USED FOR PERMANENTLY, GRADEZ OVERLOOKED BY THE OVERLOOKER.
8. THE CONTRACTOR UNDER SHALL PROVIDE A SUBMITTAL DRAWING OF THE LANDSCAPE PLAN TO REQUIRE LANDSCAPE AREA (include on the EXISTING PLAN AND SHALL REQUIRE THE REQUIRED UNDERGROUND IN THE EXISTING PLAN AND SHOWN ON THE EXISTING PLAN).

THE PROPERTY OWNER, TRUMP, OR AGENT SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL RECREATED LANDSCAPES IN A HEALTHY, ORDERLY, AND LIVABLE CONDITION AT ALL TIMES. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO, THE MAINTENANCE OF TREES, SHRUBS, FLOWERS, PLANTS, FERTILIZATION, WEEDING, AND OTHER SUCH ACTIVITIES CONSIDERED TO BE LANDSCAPE MAINTENANCE. LANDSCAPES SHALL BE KEPT FREE OF TRASH, LITTER, WEEDS, AND OTHER SUCH MATERIAL NOT A PART OF THE LANDSCAPES. PLANT MATERIALS THAT ARE PLACED WITH PLANT MATERIALS OF SIMILAR VARIETY AND SIZE.

ALL TREES SHALL BE PLANTED A MINIMUM OF FIVE FEET FROM UTILITY LINES.

ALL TREES SHALL NOT BE PLANTED WITHIN AN EASEMENT AND THE FLOODPLAIN.

LANDSCAPE ARCHITECT
STUDIO GREEN SPOT, INC.
1782 W. MCDERMOTT DR.
ALLEN, TEXAS 75013
(409) 368-4468
CHRYSS@STUDIOGREENSPOT.COM



THE LEARNING EXPERIENCE
BROWN STREET
ELLIS COUNTY CITY OF WAXAHACHIE, TEXAS

ISSUE:
 FOR APPROVAL 03 03 2020
 CITY COMSPTS 03 26 2020
 CITY COMSPTS 04 24 2020
 CITY COMSPTS 05 05 2020

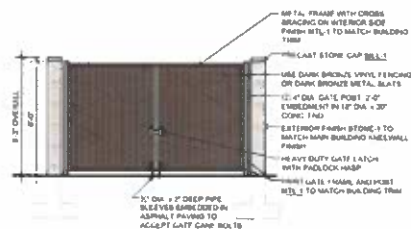
DATE: 06-04-2008

SHEET NAME:
LANDSCAPE PLAN

SOFT BLUNDER-

L.1

(8)



8 TRASH ENCLOSURE ELEVATION
SCALE 1/4" = 1'-0"

EXTERIOR MATERIAL SCHEDULE				
LABEL	MARK MATERIALS	SIZE / TYPE	FINISH / COLOR	
BTOM 1	ROCK MATERIALS	FLG. SBL BTOM	TEXAS GRAY	
SBL 1	MODERN PRECAST	3'x4'x16" MOD. 2" FLG. 1" SBL DMPG DFLG	HEQUILUM (LIGHT GRAY)	
BRUCCO 1		1'x24" CEMENT BRICK SYSTEM	MANGREBLE FINEGR. COLOR: LUM. GRASSH 5-477709	
MTL 1		CUSTOM LUMBER	LUMBER FINISH: COLORED GRAY SBL FLG. PAINE-CEBAY	

EXTERIOR SCHEDULE NOTES:
 1. SEE EXTERIOR ELEVATIONS FOR MODEL AND COLOR NOTATIONS. 2. ALL AUTHORITY
 HAVING JURISDICTION MUST PRIOR TO ORDINANCE AND WITHIN 14
 DAYS OF THE DATE OF THE EXTERIOR ELEVATIONS AND FINISHES IN
 COMPLIANCE WITH EXTERIOR MATERIALS FINISHES REQUIREMENTS.

1. LETTERS PRODUCT FROM FACE OF BUILDING
2. DEVELOPER OWNER GENERAL CONTRACTOR AND
SIGNAGE VENDOR TO CONFORM MAXIMUM ALLOWABLE
SIGNAGE AREA AS DICTATED BY LOCAL AUTHORITY
HAPPEN. JURISDICTION: SIGN SIZE SHALL BE MAXIMUM
ALLOWED AND MUST BE RELATIVE TO THE SIGN. THE SIGNING
BUREAU RECEIVES CORPORATE APPROVAL FROM
CROSSING.



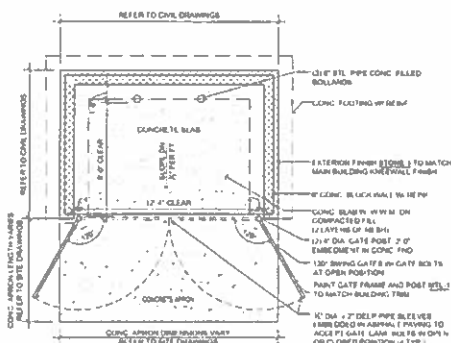
INTERMEDIATE ALUMINATED PAN CHANNEL
LETTERING MOUNTED TO FACADE

THE LEARNING EXPERIENCE

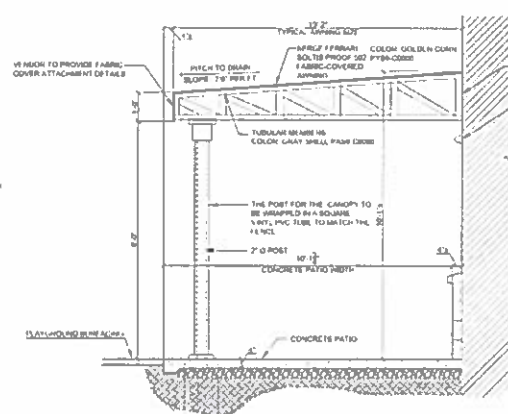
Academy of Early Education

— "TRUNG QUỐC" VÀ CÁC CỘNG ĐỒNG
CỘNG ĐỒNG ĐÓNG CỘNG ?

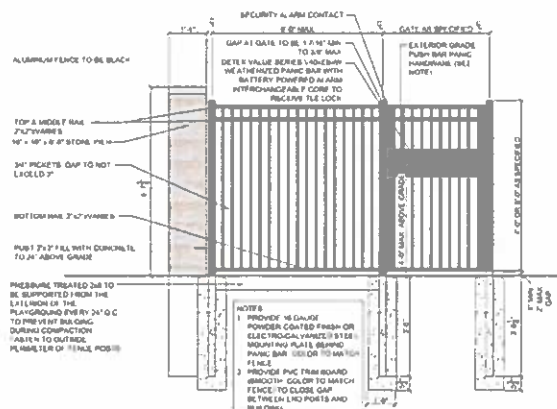
SKIN AREA = 115 SF



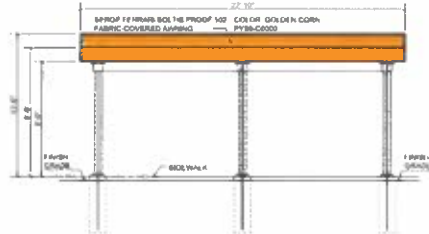
7 TRASH ENCLOSURE PLAN
SCALE 1/4" = 1'-0"



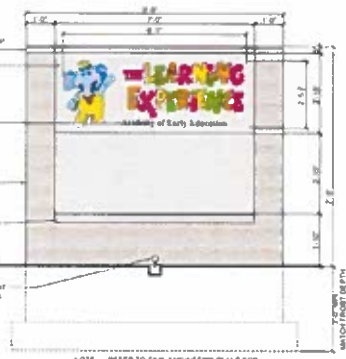
5 PLAYGROUND AWNING DETAIL



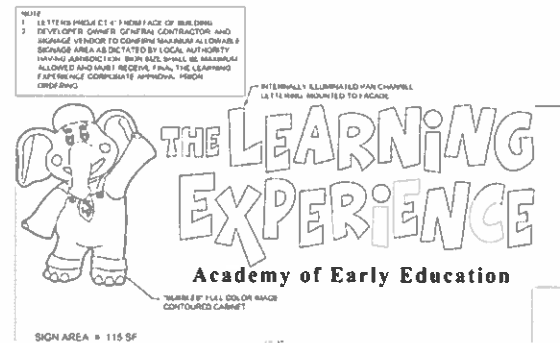
6 FENCE DETAIL
SCALE: 1/2"=1'-0"



4 PLAYGROUND AWNING DETAIL



2 MONUMENT SIGNAGE ELEVATION



**BUILDING MOUNTED
SIGNAGE ELEVATION DETAIL - EAST**

[illegible]

Journal Watch



ROWN ST & INDIAN DRIVE
WAXAHACHIE, TEXAS
TLE SITE ID 17X0246

THE LEARNING EXPERIENCE

... ..

REVISION

14	06.06.2019
----	------------

100

Figure 1. Schematic diagram of the experimental setup.

ISSUE

[illegible][illegible]

11/18/2006 10:00 AM

1

姓名	_____
学号	_____
班级	_____
日期	_____

29

100

SITE DETAILS

SA-1.3

(8)

1 PROPOSED FLOOR PLAN
SCALE: 1/8"=1'-0"

SA-1.1



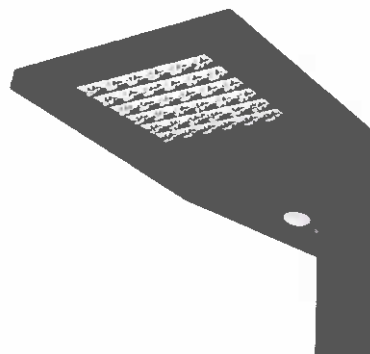
(87)

Slice Medium (SLM)

Outdoor LED Area Light



IP66 IK10



OVERVIEW

Lumen Package	9,000 - 55,000
Wattage Range	62 - 436
Efficacy Range (LPW)	114 - 162
Weight lbs(kg)	27 (12.2)
Control Options	IMSBT, ALB, ALS, 7-Pin, PCi

QUICK LINKS

[Ordering Guide](#)
[Performance](#)
[Photometrics](#)
[Dimensions](#)

FEATURES & SPECIFICATIONS

Construction

- Rugged die-cast aluminum housing contains factory prewired driver and optical unit. Cast aluminum wiring access door located underneath.
- Fixtures are finished with LSI's DuraGrip® polyester powder coat finishing process. The DuraGrip finish withstands extreme weather changes without cracking or peeling. Other standard LSI finishes available. Consult factory.
- Shipping weight: 33 lbs in carton.

Optical System

- State-of-the-Art one piece silicone optic sheet delivers industry leading optical control with an integrated gasket to provide IP66 rated seal.
- Proprietary silicone refractor optics provide exceptional coverage and uniformity in distribution types 2, 3, 4, 5W, FT, FTA, AM, and LC/RC.
- Silicone optical material does not yellow or crack with age and provides a typical light transmittance of 93-95%.
- Zero uplight.
- Available in 5000K, 4000K, 3500K, 3000K and 2700K color temperatures per ANS C78.377. Also Available in Phospho Converted Amber with Peak intensity at 610nm.
- 70 or 80CRI Minimum.
- Integral louver (IL) and integral half louver (IH) options available for enhanced backlight control.

Electrical

- High-performance driver features overvoltage, under-voltage, short-circuit and over temperature protection.
- 0-10V dimming (10% - 100%) standard.
- Standard Universal Voltage (120-277 VAC) Input 50/60 Hz or optional High Voltage (347-480 VAC).
- L80 Calculated Life: >100k Hours (See Lumen Maintenance chart)
- Total harmonic distortion: <20%
- Operating temperature: -40°C to +50°C (-40°F to +122°F). 42L and 48L lumen packages rated to +40°C. 55L lumen package rate to +35°C.
- Power factor: >.90
- Input power stays constant over life.
- Field replaceable 10kV surge protection device meets a minimum Category C Low operation (per ANSI/IEEE C62.41.2).
- High-efficacy LEDs mounted to metal-core circuit board to maximize heat dissipation.
- Driver is fully encased in potting material for moisture resistance and complies with FCC standards. Driver and key electronic components can easily be accessed.

Controls

- Optional integral passive infrared Bluetooth™ motion sensor. Fixtures operate independently and can be commissioned via iOS or Android configuration app.
- AirLink™ Blue wireless control system with technology partner Silvar incorporates Luminaire Level Lighting Controls (LLLC) and high-end trim.

Installation

- A single fastener secures the hinged door, underneath the housing and provides quick & easy access to the electrical compartment.
- Included terminal block accepts up to 12 ga. wire.
- Utilizes LSI's traditional B3 drill pattern. (See drawing in poles section)

Warranty

- LSI luminaires carry a 5-year limited warranty. Refer to <https://www.lsicorp.com/resources/terms-conditions-warranty/> for more information.

Listings

- Listed to UL 1598 and UL 8750.
- Meets Buy American Act requirements.
- DarkSky approved with 3000K color temperature selection and fixed mounting.
- Title 24 Compliant; see local ordinance for qualification information.
- Suitable for wet locations.
- IP66 rated Luminaire per IEC 60598-1.
- 3G rated for ANSI C136.31 high vibration applications applications are qualified.
- IK10 rated luminaire per IEC 60626 mechanical impact code.
- DesignLights Consortium® (DLC) qualified product. Not all versions of this product may be DLC qualified. Please check the DLC Qualified Products List at www.designlights.org/QPL to confirm which versions are qualified.
- Patented Silicone Optics (US Patent NO. 10,816,165 B2)



EXHIBIT G

Slice Medium Outdoor LED Area Light

(8)

Type: _____

Have questions? Call us at (800) 436-7800

ORDERING GUIDE

[Back to Quick Links](#)

TYPICAL ORDER EXAMPLE: SLM LED 36L SIL FTA UNV DIM 50 70CRI ALSCS04 BRZ IL							
Prefix	Light Source	Lumen Package	Lens	Distribution	Orientation ²	Voltage	Driver
SLM - Slice Medium	LED	9L - 9,000 lms 12L - 12,000 lms 18L - 18,000 lms 24L - 24,000 lms 36L - 36,000 lms 42L - 42,000 lms 48L - 48,000 lms 55L - 55,000 lms Custom Lumen Packages ¹	SIL - Silicone	2 - Type 2 3 - Type 3 4 - Type 4 5W - Type 5 Wide FT - Forward Throw FTA - Forward Throw Automotive AM - Automotive Merchandise LC - Left Corner RC - Right Corner	(blank) - standard (no rotation) L - Optics rotated left 90° R - Optics rotated right 90°	UNV - Universal Voltage (120-277V) HV - High Voltage (347-480V)	DIM - 0-10V Dimming (10-100%)
Color Temperature	Color Rendering	Controls				Finish	Options
50 - 5,000 CCT 40 - 4,000 CCT 35 - 3,500 CCT (80 CRI only) DarkSky Approved CCT's 30 - 3,000 CCT 27 - 2,700 CCT (80 CRI only) AMB - Phosphor Converted Amber ⁴	70CRI - 70 CRI 80CRI - 80 CRI	(Blank) - None Wireless Controls System ALSC - AirLink Synapse Control System ⁸ ALSCS02 - AirLink Synapse Control System with 12-20' Motion Sensor ⁸ ALSCS04 - AirLink Synapse Control System with 20-40' Motion Sensor ⁸ ALBMR1LR - AirLink Blue Long Range Wireless Motion & Photo Sensor Controller (8-15' mounting height) ^{3,9} ALBMR2LR - AirLink Blue Long Range Wireless Motion & Photo Sensor Controller (16-40' mounting height) ^{3,9} Stand-Alone Controls EXT - 0-10V Dimming leads extended to housing exterior CR7P - 7 Pin Control Receptacle ANSI C136.41 ⁴ IMSBT1L - Integral Bluetooth™ Motion and Photocell Sensor (8-24' MH) ^{3,9} IMSBT2L - Integral Bluetooth™ Motion and Photocell Sensor (25-40' MH) ^{3,9} Button Type Photocells PC120 - 120V PC208-277 - 208-277V PC347 - 347V				BLK - Black BRZ - Dark Bronze GNG - Gun Metal Gray GPT - Graphite MSV - Metallic Silver PLP - Platinum Plus SVG - Satin Verde Green WHT - White	(Blank) - None iH - Integral Half Louver (Moderate Spill Light Cutoff) ² IL - Integral Louver Sharp Spill Light Cutoff ²



Need more information?
[Click here for our glossary](#)

Have additional questions?
 Call us at (800) 436-7800



ACCESSORY ORDERING INFORMATION⁵

CONTROLS ACCESSORIES		MOUNTING ACCESSORIES ⁶	
Description	Order Number	Description	Order Number
Twist Lock Photocell (120V) for use with CR7P	122514	Round Pole Adapter (3" Round/Tapered Poles)	408273CLR
Twist Lock Photocell (208-277) for use with CR7P	122515	Round Pole Adapter (4" Round Poles)	379967CLR
Twist Lock Photocell (347V) for use with CR7P	122516	Round Pole Adapter (5" Round Poles)	379968CLR
Twist Lock Photocell (480V) for use with CR7P	1225180	B5 to B3 Adapter	800686BLK
AirLink 5 Pin Twist Lock Controller	661409	FUSING OPTIONS⁷ Single Fusing (120V) Single Fusing (277V) Double Fusing (208V, 240V) Double Fusing (480V) Double Fusing (347V) See Fusing Accessory Guide	
AirLink 7 Pin Twist Lock Controller	661410		
Shorting Cap for use with CR7P	149328		
Adjustable Output Module	734263		
		EXTERNAL SHIELDING OPTIONS	
		3" External Shield	See Shielding Guide
		6" External Shield	Guide

- Custom lumen and wattage packages available, consult factory. Values are within industry standard tolerances but not DBC listed.
- Not available on "Type 5W" distribution. It not available with LC/RC distributions.
- Motion sensors are field configurable via an app that can be downloaded from your smartphone's native app store. See controls section for more details.
- Control device or shorting cap must be ordered separately. See Accessory Ordering Information.
- Accessories are shipped separately and field installed.

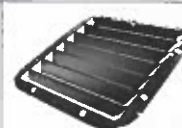
- "CLR" denotes finish. See Finish options.
- Fusing must be located in hand hole of pole. See Fusing Accessory Guide for compatibility.
- Only available in 9L, 12L, 18L, & 24L Lumen Packages. Consult factory for lead time and availability.
- Not available with 55L Lumen Package when 347-480V is specified.



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 SPEC.1110.B.1122

ACCESSORIES

MOUNTING ACCESSORIES			SHIELDING, POLES & MISC. ACCESSORIES		
Side Arm	Universal Mounting Bracket Mounts to ≥ 3" square or round (tapered/straight) poles with (2) mounting hole spaces between 3.5" to 5" Part Number: BKA UMB CLR		Shielding	Integral Louver Field Install Integral Louver provides maximum backlight control by shielding each individual row of LEDs Part Number: 684812	
	Quick Mount Plate True one person installation to existing/new construction poles with hole spaces between 2.4 to 4.6" Part Number: BKS PQMH B3BS XX CLR			Integral Half Louver Field Install Integral Half Louver provides great backlight control without impacting front side distribution. Part Number: 743404	
	15° Tilt Quick Mount Plate True one person installation to existing/new construction poles with hole spaces between 2.4 to 4.6" Part Number: BKS PQMTS B3BS XX CLR			External Shield External shield blocks view of light source from anyside of luminaire, additional shielding configurations available Part Number: 783607BLX (3") / 776538BLX (6")	
Tenon / Slipfitter	Adjustable Slipfitter Mounts onto a 2" (51mm) ID, 2.375" (60mm) O.D. tenon and provides 180° of tilt (max 45° above horizontal) Part Number: BKA ASF CLR		Poles	Square Poles 14 - 39" steel and aluminum poles in 4", 5" and 6" sizes for retrofit and new construction Part Number: 450/550/650	
	Square Tenon Top Mounts onto a 2" (51mm) ID, 2.375" (60mm) O.D. tenon and allows for mounting up to 4 luminaires Part Number: BKA XNM *			Round Poles 10 - 30" steel and aluminum poles in 4" and 5" sizes for retrofit and new construction Part Number: 48P/SRP	
	Square Internal Slipfitter Mounts inside 4" or 5" square pole and allows for mounting up to 4 luminaires Part Number: BKA X_ISF * CLR			Tapered Poles 20' - 39" steel and aluminum poles for retrofit and new construction Part Number: RTP	
Wall Mount / Wood Pole	Wall Mount Bracket Mounts onto vertical wall surface (hardware/anchors not included) Part Number: BKS XBO WM CLR Part Number: BKS B3 WM CLR (Includes surface conduit punchouts)		Misc.	Bird Spikes 10' linear bird spike (3' recommended per luminaire) silicone adhesive (covers approximately 25' linear fee of bird spike) and application tool Spike Part Number: 759631 Adhesive Part Number: 751632 Caulk Gun Part Number: 751636	
	Wood Pole Bracket Mounts onto wooden poles (6" minimum OD, hardware/anchors not included) Part Number: BKS XBO WP CLR (Includes surface conduit punchouts)			Replace CLR with paint finish description Replace XX with SQ for square pole or RD for round pole (≥3" OD) Replace * with S (Single), D180 (Double @180°), D90 (Double @90°), T90 (Triple), D90 (Quad) Replace _ with 4 (4" square pole) or 5 (5" square pole)	

Replace CLR with paint finish description

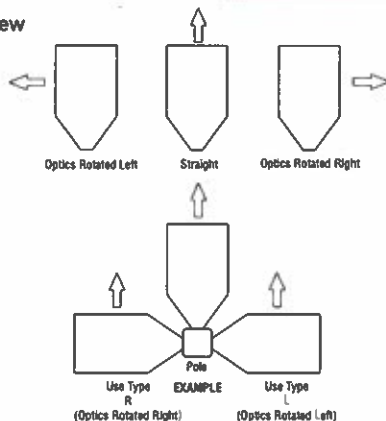
Replace XX with 50 for square pole or RD for round pole ($\approx 3"$ OD)

Replace * with S (Single), D180 (Double @180°), D90 (Double @90°), T90 (Triple), Q90 (Quad)

Replace _ with 4 (4" square pole) or 5 (5" square pole)

OPTICS ROTATION

Top View



ACCESSORIES/OPTIONS

Integral Louver (IL) and House-Side Shield (IH)

Integral louver (IL) and half louver (IH) accessory shields available for improved backlight control without sacrificing street side performance. LSI's Integral Louver (IL) and Integral House-Side Shield (IH) options deliver backlight control that significantly reduces spill light behind the poles for applications with pole locations close to adjacent properties. The design maximizes forward reflected light while reducing glare, maintaining the optical distribution selected, and most importantly eliminating light trespass. Both options rotate with the optical distribution.

Luminaire Shown with Integral Louver (IL)



Luminaire Shown with IMSBT Option



7 Pin Photoelectric Control

7-pin ANSI C136.41-2013 control receptacle option available for twist lock photocontrols or wireless control modules. Control accessories sold separately. Dimming leads from the receptacle will be connected to the driver dimming leads (Consult factory for alternate wiring).

Luminaire Shown with CR7P



EXHIBIT G

SLICE Medium Outdoor LED Area Light

Have questions? Call us at (800) 436-7800

(8)

Type: _____

PERFORMANCE

[Back to Quick Links](#)

DELIVERED LUMENS*												
Lumen Package	Distribution	CRI	3000K CCT			4000K CCT			5000K CCT			Wattage
			Delivered Lumens	Efficacy	BUG Rating	Delivered Lumens	Efficacy	BUG Rating	Delivered Lumens	Efficacy	BUG Rating	
9L	2	70	9411	149	B2-U0-G2	9603	152	B2-U0-G2	9603	152	B2-U0-G2	62
	3		9548	152	B2-U0-G2	9743	155	B2-U0-G2	9743	155	B2-U0-G2	
	4		9063	144	B1-U0-G3	9636	153	B1-U0-G3	9431	150	B1-U0-G3	
	SW		9261	147	B3-U0-G2	9450	150	B3-U0-G2	9450	150	B3-U0-G2	
	FT		9464	150	B2-U0-G2	9657	153	B2-U0-G2	9657	153	B2-U0-G2	
	FTA		9531	151	B2-U0-G2	9725	154	B2-U0-G2	9725	154	B2-U0-G2	
	AM		9649	153	B2-U0-G1	9845	156	B2-U0-G1	9845	156	B2-U0-G1	
LC/RC	8949	144	B1-U0-G2	9515	153	B2-U0-G2	9313	150	B1-U0-G2			
12L	2	70	12533	147	B3-U0-G2	12788	150	B3-U0-G2	12788	150	B3-U0-G2	85
	3		12714	150	B2-U0-G2	12974	153	B2-U0-G2	12974	153	B2-U0-G2	
	4		12055	142	B2-U0-G3	12817	151	B2-U0-G4	12545	148	B2-U0-G3	
	SW		12333	145	B4-U0-G2	12584	148	B4-U0-G2	12584	148	B4-U0-G2	
	FT		12603	148	B2-U0-G2	12861	151	B2-U0-G2	12861	151	B2-U0-G2	
	FTA		12692	149	B3-U0-G2	12950	152	B3-U0-G2	12950	152	B3-U0-G2	
	AM		12848	151	B3-U0-G1	13111	154	B3-U0-G2	13111	154	B3-U0-G2	
LC/RC	11903	137	B2-U0-G3	12656	145	B2-U0-G3	12387	142	B2-U0-G3			
18L	2	70	18421	136	B3-U0-G3	18797	139	B3-U0-G3	18797	139	B3-U0-G3	135
	3		18691	138	B3-U0-G3	19072	141	B3-U0-G3	19072	141	B3-U0-G3	
	4		17783	132	B2-U0-G4	18908	140	B2-U0-G4	18506	137	B2-U0-G4	
	SW		18128	134	B4-U0-G2	18498	137	B4-U0-G2	18498	137	B4-U0-G2	
	FT		18526	137	B3-U0-G3	18904	140	B3-U0-G3	18904	140	B3-U0-G3	
	FTA		18656	138	B3-U0-G3	19037	141	B3-U0-G3	19037	141	B3-U0-G3	
	AM		18886	140	B3-U0-G2	19271	143	B3-U0-G2	19271	143	B3-U0-G2	
LC/RC	17559	131	B2-U0-G3	18670	139	B2-U0-G3	18273	136	B2-U0-G3			
24L	2	70	23361	145	B4-U0-G3	24506	152	B4-U0-G3	24414	152	B4-U0-G3	161
	3		23998	149	B3-U0-G3	25174	156	B3-U0-G3	25079	156	B3-U0-G3	
	4		24496	152	B3-U0-G5	25672	159	B3-U0-G5	25662	159	B3-U0-G5	
	SW		23788	148	B5-U0-G3	24953	155	B5-U0-G3	24859	154	B5-U0-G3	
	FT		24059	149	B3-U0-G3	25238	157	B3-U0-G3	25143	156	B3-U0-G3	
	FTA		23079	143	B3-U0-G3	24210	150	B4-U0-G3	24119	150	B4-U0-G3	
	AM		24051	149	B3-U0-G2	25229	157	B3-U0-G2	25134	156	B3-U0-G2	
LC/RC	24353	151	B3-U0-G4	25522	159	B3-U0-G4	25522	159	B3-U0-G4			
30L	2	70	29464	138	B4-U0-G3	30908	145	B4-U0-G3	30791	145	B4-U0-G3	213
	3		30268	142	B3-U0-G4	31751	149	B3-U0-G4	31631	149	B3-U0-G4	
	4		30609	144	B3-U0-G5	32079	151	B3-U0-G5	32066	151	B3-U0-G5	
	SW		30002	141	B5-U0-G3	31472	148	B5-U0-G3	31353	147	B5-U0-G3	
	FT		30345	142	B4-U0-G4	31832	149	B4-U0-G4	31712	149	B4-U0-G4	
	FTA		29109	137	B4-U0-G4	30535	143	B4-U0-G4	30420	143	B4-U0-G4	
	AM		30334	142	B4-U0-G3	31820	149	B4-U0-G3	31700	149	B4-U0-G3	
LC/RC	30430	143	B3-U0-G5	31891	150	B3-U0-G5	31891	150	B3-U0-G5			
36L	2	70	34123	134	B4-U0-G3	35795	140	B4-U0-G3	35660	140	B4-U0-G3	255
	3		35053	137	B4-U0-G4	36771	144	B4-U0-G4	36632	144	B4-U0-G4	
	4		35414	139	B3-U0-G5	37114	146	B3-U0-G5	37099	145	B3-U0-G5	
	SW		34745	136	B5-U0-G4	36448	143	B5-U0-G4	36311	142	B5-U0-G4	
	FT		35142	138	B4-U0-G4	36864	145	B4-U0-G4	36725	144	B4-U0-G4	
	FTA		33711	132	B4-U0-G4	35363	139	B4-U0-G4	35230	138	B4-U0-G4	
	AM		35130	138	B4-U0-G3	36851	145	B4-U0-G3	36712	144	B4-U0-G3	
LC/RC	35207	138	B3-U0-G5	36897	145	B3-U0-G5	36897	145	B3-U0-G5			
42L	2	70	39966	127	B5-U0-G4	41925	134	B5-U0-G4	41767	133	B5-U0-G4	314
	3		41056	131	B4-U0-G5	43068	137	B4-U0-G5	42905	137	B4-U0-G5	
	4		41518	132	B3-U0-G5	43511	139	B4-U0-G5	43494	139	B4-U0-G5	
	SW		40696	130	B5-U0-G4	42690	136	B5-U0-G4	42529	135	B5-U0-G4	
	FT		41161	131	B4-U0-G4	43178	138	B4-U0-G4	43015	137	B4-U0-G4	
	FTA		39484	126	B4-U0-G4	41419	132	B5-U0-G4	41263	131	B5-U0-G4	
	AM		41146	131	B4-U0-G3	43162	137	B4-U0-G3	43000	137	B4-U0-G3	
LC/RC	41275	131	B3-U0-G5	43256	137	B3-U0-G5	43256	137	B3-U0-G5			
48L	2	70	44390	121	B5-U0-G4	46565	127	B5-U0-G4	46389	126	B5-U0-G4	367
	3		45325	124	B4-U0-G5	47547	130	B4-U0-G5	47367	129	B4-U0-G5	
	4		45996	125	B4-U0-G5	48204	131	B4-U0-G5	48186	131	B4-U0-G5	
	SW		45002	123	B5-U0-G4	47435	129	B5-U0-G4	47302	129	B5-U0-G4	
	FT		44799	122	B4-U0-G5	46994	128	B4-U0-G5	46817	128	B4-U0-G5	
	FTA		44590	121	B5-U0-G4	46775	127	B5-U0-G4	46599	128	B5-U0-G4	
	AM		46310	126	B4-U0-G3	48579	132	B4-U0-G3	48396	132	B4-U0-G3	
LC/RC	45726	125	B4-U0-G5	47921	131	B4-U0-G5	47921	131	B4-U0-G5			

EXHIBIT G

5000K Medium Outdoor LED Area Light

Have questions? Call us at (800) 436-7800

(8)

Type: _____

PERFORMANCE (CONT.)

[Back to Quick Links](#)

DELIVERED LUMENS*												
Lumen Package	Distribution	CRI	3000K CCT			4000K CCT			5000K CCT			Wattage
			Delivered Lumens	Efficacy	BUG Rating	Delivered Lumens	Efficacy	BUG Rating	Delivered Lumens	Efficacy	BUG Rating	
55L	2	70	49583	114	B5-U0-G4	52012	119	B5-U0-G4	51816	119	B5-U0-G4	436
	3		50934	117	B4-U0-G5	53430	123	B4-U0-G5	53229	122	B4-U0-G5	
	4		50544	116	B4-U0-G5	52970	121	B4-U0-G5	52950	121	B4-U0-G5	
	5W		50487	116	B5-U0-G4	52961	121	B5-U0-G4	52761	121	B5-U0-G4	
	FT		51064	117	B4-U0-G5	53566	123	B4-U0-G5	53364	122	B4-U0-G5	
	FTA		48984	112	B5-U0-G4	51384	118	B5-U0-G4	51191	117	B5-U0-G4	
	AM		51045	117	B4-U0-G3	53546	123	B4-U0-G3	53344	122	B4-U0-G3	
	LC/RC		50247	116	B4-U0-G5	52659	121	B4-U0-G5	52659	121	B4-U0-G5	

LUMEN SCALING FACTOR		
70CRI - 80CRI	3000K 70CRI - 3500K 80CRI	3000K 70CRI - 2700K 80CRI
0.93	1.00	0.86

ELECTRICAL DATA (AMPS) - 2700K/3000K/3500K/4000K/5000K*						
Lumens	120V	208V	240V	277V	347V	480V
9L	0.52	0.30	0.26	0.22	0.18	0.13
12L	0.71	0.41	0.35	0.31	0.24	0.18
18L	1.13	0.65	0.56	0.49	0.39	0.28
24L	1.34	0.77	0.67	0.58	0.46	0.34
30L	1.78	1.02	0.89	0.77	0.61	0.44
36L	2.13	1.23	1.06	0.92	0.73	0.53
42L	2.62	1.51	1.31	1.13	0.90	0.65
48L	3.06	1.76	1.53	1.32	1.06	0.76
55L	3.63	2.10	1.82	1.57	1.26	0.91

RECOMMENDED LUMEN MAINTENANCE† (0-25°C)					
Ambient	Initial†	25hr†	50hr†	75hr†	100hr†
9L - 18L	100%	97%	93%	90%	86%
24L - 48L	100%	95%	89%	84%	79%
55L	100%	91%	82%	74%	67%

RECOMMENDED LUMEN MAINTENANCE† (40°C)					
Ambient	Initial†	25hr†	50hr†	75hr†	100hr†
7L - 18L	100%	97%	92%	88%	84%
24L - 48L	100%	94%	87%	80%	74%

RECOMMENDED LUMEN MAINTENANCE† (50°C)					
Ambient	Initial†	25hr†	50hr†	75hr†	100hr†
7L - 18L	100%	96%	91%	87%	83%

*Electrical data at 25°C (77°F). Actual wattage may differ by +/-10%

†LEDs are frequently updated therefore values are nominal.

- Lumen maintenance values at 25°C are calculated per TM-21 based on LM-80 data and in-situ testing.
- In accordance with IESNA TM-21-II, Projected Values represent interpolated value based on time durations that are within six times the IESNA LM-80-08 total test duration for the device under testing.
- In accordance with IESNA TM-21-II, Calculated Values represent time durations that exceed six times the IESNA LM-80-08 total test duration for the device under testing.

DELIVERED LUMENS*					
Lumen Package	Distribution	Phosphor Converted Amber (Peak 610nm)			Wattage
		Delivered Lumens	Efficacy	BUG Rating	
9L	2	5848	80	B2-U0-G2	74
	3	6018	82	B1-U0-G2	
	5W	5471	74	B3-U0-G1	
	FT	5801	79	B1-U0-G2	
	FTA	5924	81	B1-U0-G1	
	AM	5995	81	B1-U0-G1	
12L	2	7530	74	B2-U0-G2	102
	3	7749	76	B1-U0-G2	
	5W	7045	69	B3-U0-G2	
	FT	7470	73	B2-U0-G2	
	FTA	7628	75	B2-U0-G2	
	AM	7720	76	B1-U0-G1	
18L	2	9511	69	B2-U0-G2	135
	3	9582	71	B2-U0-G2	
	5W	8712	65	B3-U0-G2	
	FT	9237	68	B2-U0-G2	
	FTA	9433	70	B2-U0-G2	
	AM	9546	71	B2-U0-G1	
24L	2	10955	63	B2-U0-G2	175
	3	11273	64	B2-U0-G2	
	5W	10249	59	B3-U0-G2	
	FT	10867	62	B2-U0-G2	
	FTA	11097	63	B2-U0-G2	
	AM	11230	64	B2-U0-G1	

ELECTRICAL DATA - Phosphor Converted Amber (AMPS)*						
Lumens	120V	208V	240V	277V	347V	480V
9L	0.62	0.36	0.31	0.27	0.21	0.15
12L	0.85	0.50	0.43	0.38	0.30	0.22
18L	1.13	0.65	0.56	0.49	0.39	0.28
24L	1.47	0.85	0.73	0.64	0.51	0.37



EXHIBIT G

SLM-LED-30L Outdoor LED Area Light

Have questions? Call us at (800) 436-7800

(8)

Type: _____

PHOTOMETRICS

[Back to Quick Links](#)

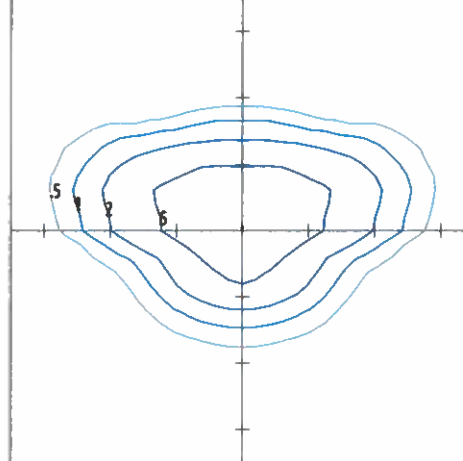
Luminaire photometry has been conducted by an accredited laboratory in accordance with IESNA LM-79. As specified by IESNA LM-79 the entire luminaire is tested as the source resulting in a luminaire efficiency of 100%.

SLM-LED-30L-SIL-2-40-70CRI

Luminaire Data	
Type 2 Distribution	
Description	4000 Kelvin, 70 CRI
Delivered Lumens	30,908
Watts	213
Efficacy	145
IES Type	Type II - Short
BUG Rating	B4-U0-G3

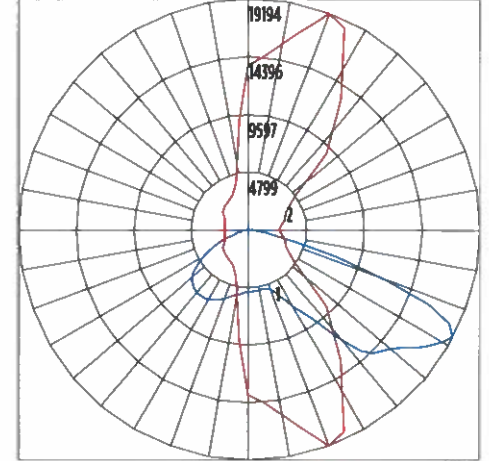
Zonal Lumen Summary		
Zone	Lumens	% Luminaire
Low (0-30°)	5,206	17%
Medium (30-60°)	19,108	62%
High (60-90°)	6,293	20%
Very High (90-180°)	301	1%
Uplight (90-180°)	0	0%
Total Flux	30,908	100%

ISO Footcandle



25' Mounting Height / 25' Grid Spacing
 5 FC 2 FC 1 FC 0.5 FC

Polar Curve



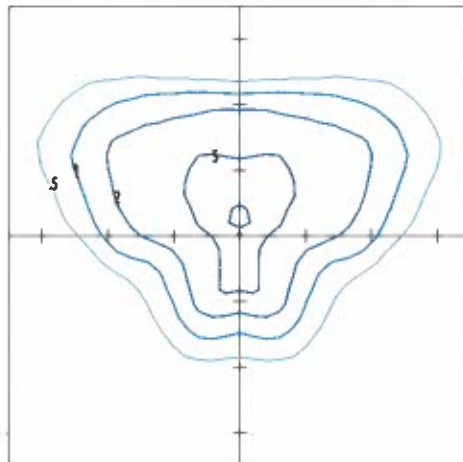
Vertical Plane Horizontal Cone

SLM-LED-30L-SIL-3-40-70CRI

Luminaire Data	
Type 3 Distribution	
Description	4000 Kelvin, 70 CRI
Delivered Lumens	31,751
Watts	213
Efficacy	149
IES Type	Type III - Short
BUG Rating	B3-U0-G4

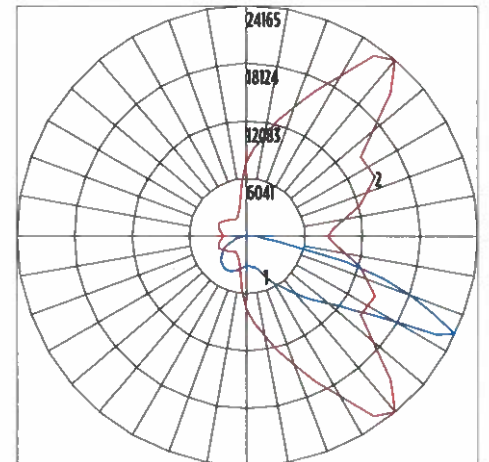
Zonal Lumen Summary		
Zone	Lumens	% Luminaire
Low (0-30°)	3,533	11%
Medium (30-60°)	18,345	58%
High (60-90°)	9,441	30%
Very High (90-180°)	432	1%
Uplight (90-180°)	0	0%
Total Flux	31,751	100%

ISO Footcandle



25' Mounting Height / 25' Grid Spacing
 5 FC 2 FC 1 FC 0.5 FC

Polar Curve



Vertical Plane Horizontal Cone

EXHIBIT G

SLM-LED-30L-SIL-FT-40-70CRI

Have questions? Call us at (800) 436-7800

(8)

Type: _____

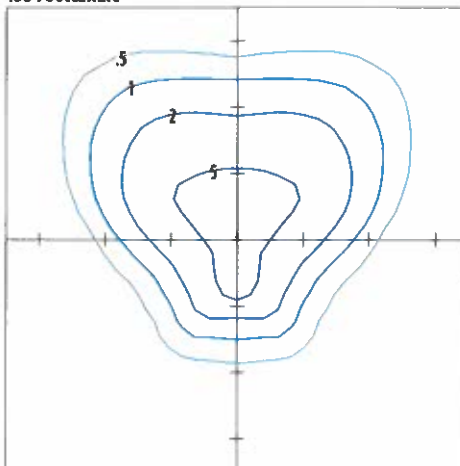
PHOTOMETRICS (CONT.)

SLM-LED-30L-SIL-FT-40-70CRI

Luminaire Data	
Type FT Distribution	
Description	4000 Kelvin, 70 CRI
Delivered Lumens	31,832
Watts	213
Efficacy	149
IES Type	Type IV - Short
BUG Rating	B4-U0-G4

Zonal Lumen Summary		
Zone	Lumens	% Luminaire
Low (0-30°)	4,047	13%
Medium (30-60°)	16,376	51%
High (60-90°)	10,861	34%
Very High (90-180°)	549	2%
Uplight (90-180°)	0	0%
Total Flux	31,832	100%

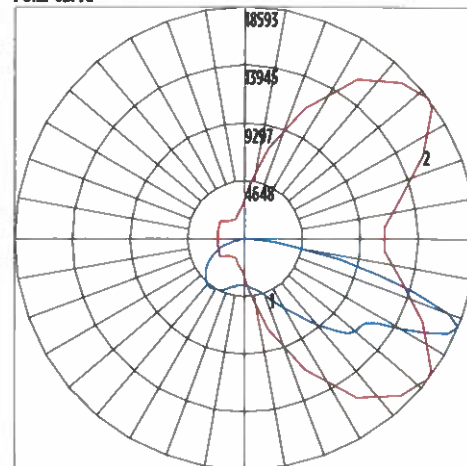
ISO Footcandle



25' Mounting Height / 25' Grid Spacing

5 FC 2 FC 1 FC 0.5 FC

Polar Curve



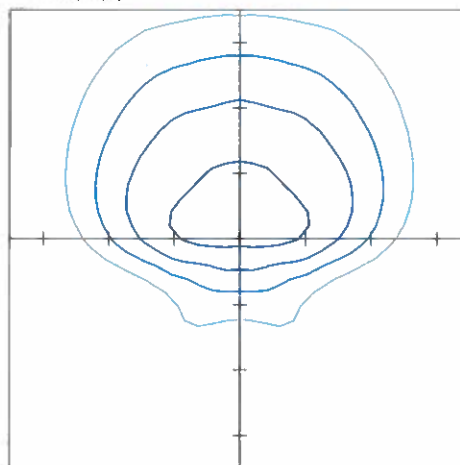
Vertical Plane Horizontal Cone

SLM-LED-30L-SIL-4-40-70CRI

Luminaire Data	
Type 4 Distribution	
Description	4000 Kelvin, 70 CRI
Delivered Lumens	32,079
Watts	213
Efficacy	150
IES Type	Type IV - Very Short
BUG Rating	B3-U0-G3

Zonal Lumen Summary		
Zone	Lumens	% Luminaire
Low (0-30°)	3,429	11%
Medium (30-60°)	14,044	44%
High (60-90°)	13,233	41%
Very High (90-180°)	1,373	4%
Uplight (90-180°)	0	0%
Total Flux	32,079	100%

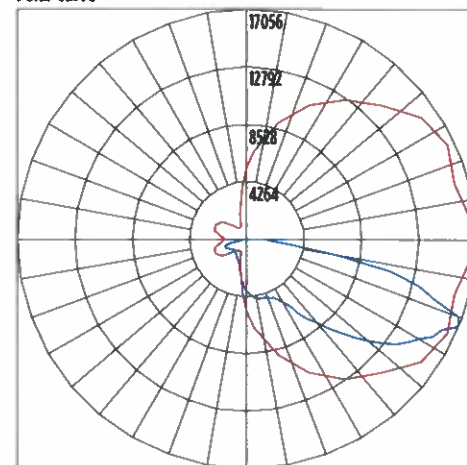
ISO Footcandle



25' Mounting Height / 25' Grid Spacing

5 FC 2 FC 1 FC 0.5 FC

Polar Curve



Vertical Plane Horizontal Cone



EXHIBIT G

SLM-Medium Outdoor LED Area Light

Have questions? Call us at (800) 436-7800

(8)

Type: _____

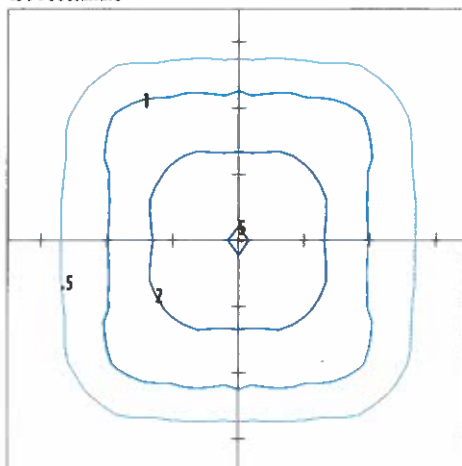
PHOTOMETRICS (CONT.)

SLM-LED-30L-SIL-5W-40-70CRI

Luminaire Data	
Type FW Distribution	
Description	4000 Kelvin, 70 CRI
Delivered Lumens	31,472
Watts	213
Efficacy	148
IES Type	Type VS - Short
BUG Rating	B5-U0-G3

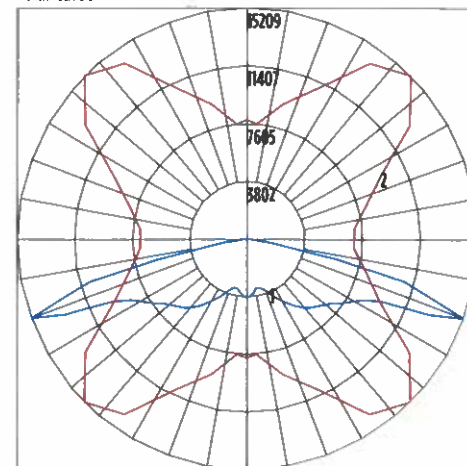
Zonal Lumen Summary		
Zone	Lumens	% Luminaire
Low (0-30°)	3,647	12%
Medium (30-60°)	13,687	43%
High (60-80°)	13,833	44%
Very High (80-90°)	305	1%
Uplight (90-180°)	0	0%
Total Flux	31,472	100%

ISO Footcandle



25' Mounting Height / 25' Grid Spacing
 5 FC 2 FC 1 FC 0.5 FC

Polar Curve



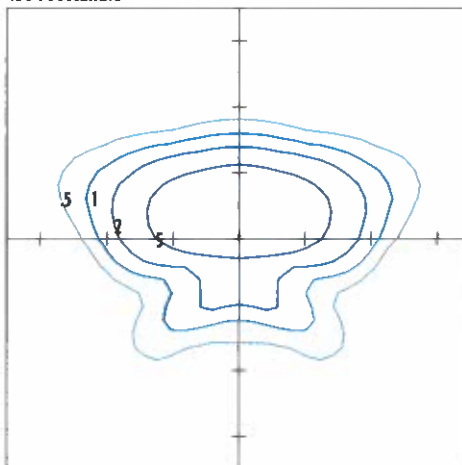
Vertical Plane Horizontal Cone

SLM-LED-30L-SIL-FTA-40-70CRI

Luminaire Data	
Type FTA Distribution	
Description	4000 Kelvin, 70 CRI
Delivered Lumens	30,535
Watts	213
Efficacy	143
IES Type	Type I - Very Short
BUG Rating	B4-U0-G3

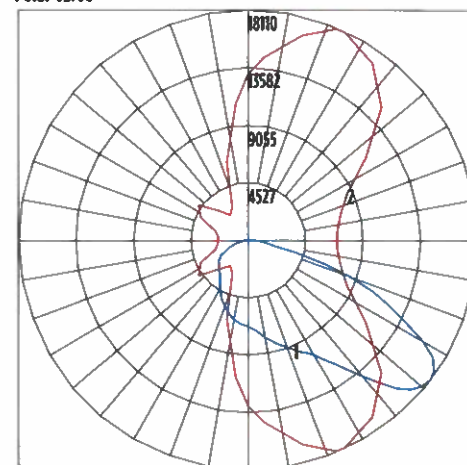
Zonal Lumen Summary		
Zone	Lumens	% Luminaire
Low (0-30°)	7,443	25%
Medium (30-60°)	17,335	57%
High (60-80°)	5,324	17%
Very High (80-90°)	434	1%
Uplight (90-180°)	0	0%
Total Flux	30,535	100%

ISO Footcandle



25' Mounting Height / 25' Grid Spacing
 5 FC 2 FC 1 FC 0.5 FC

Polar Curve



Vertical Plane Horizontal Cone

EXHIBIT G Lum Outdoor LED Area Light

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(8)

Type: _____

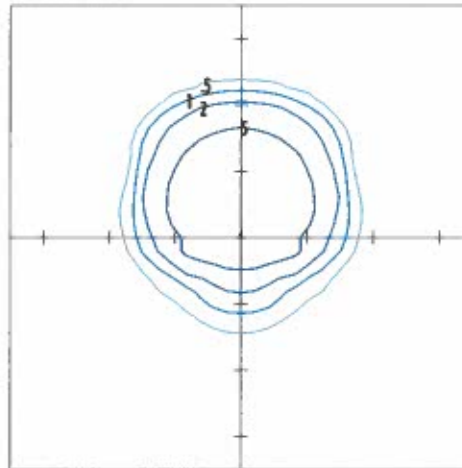
PHOTOMETRICS (CONT.)

SLM-LED-30L-SIL-AM-40-70CRI

Luminaire Data	
Type AM Distribution	
Description	4000 Kelvin, 70 CRI
Delivered Lumens	31,820
Watts	213
Efficacy	149
IES Type	Type III - Very Short
BUG Rating	B3-U0-G3

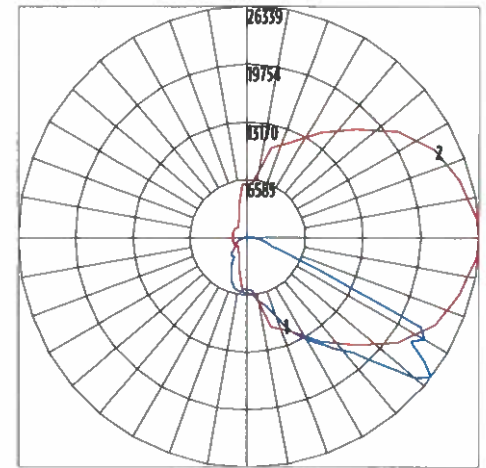
Zonal Lumen Summary		
Zone	Lumens	% Luminaire
Low (0-30°)	6,626	21%
Medium (30-60°)	19,761	62%
High (60-90°)	5,072	16%
Very High (90-90°)	361	1%
Uplight (90-180°)	0	0%
Total Flux	31,820	100%

ISO Footcandle



25' Mounting Height / 25' Grid Spacing
 5 FC 2 FC 1 FC 0.5 FC

Polar Curve



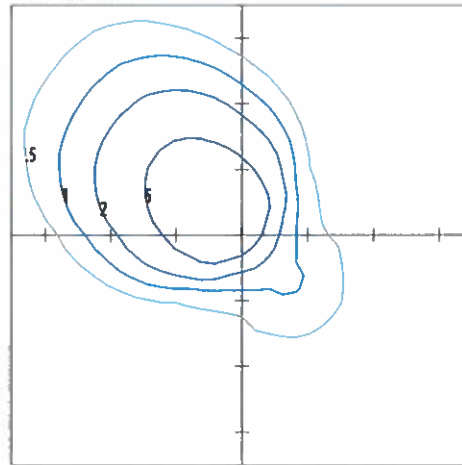
Vertical Plane Horizontal Cone

SLM-LED-30L-SIL-LC-40-70CRI

Luminaire Data	
Type LC Distribution	
Description	4000 Kelvin, 70 CRI
Delivered Lumens	31,891
Watts	213
Efficacy	150
IES Type	N/A
BUG Rating	B3-U0-G5

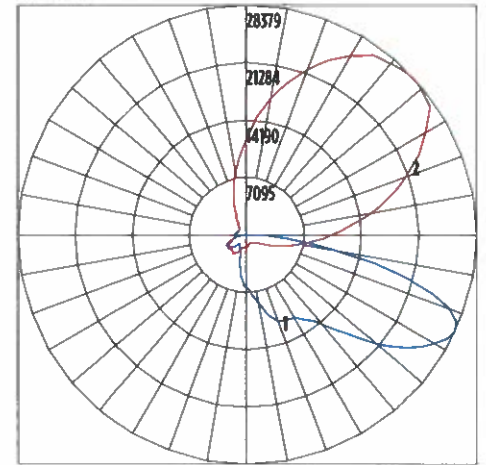
Zonal Lumen Summary		
Zone	Lumens	% Luminaire
Low (0-30°)	4965	16%
Medium (30-60°)	14179	44%
High (60-90°)	11730	37%
Very High (90-90°)	1018	3%
Uplight (90-180°)	0	0%
Total Flux	31891	100%

ISO Footcandle



25' Mounting Height / 25' Grid Spacing
 5 FC 2 FC 1 FC 0.5 FC

Polar Curve



Vertical Plane Horizontal Cone

EXHIBIT G Lum Outdoor LED Area Light

Have questions? Call us at (800) 436-7800

(8)

Type: _____

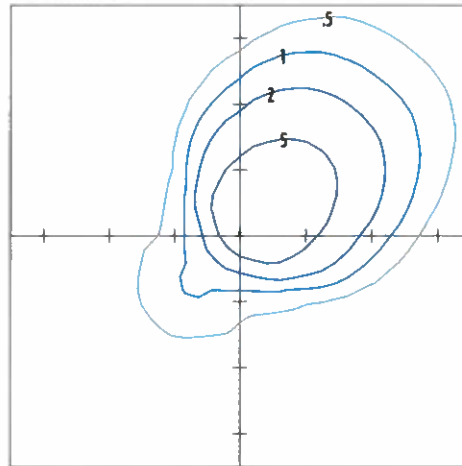
PHOTOMETRICS (CONT.)

SLM-LED-30L-SIL-RC-40-70CRI

Luminaire Data	
Type RC Distribution	
Description	4000 Kelvin, 70 CRI
Delivered Lumens	31,890
Watts	213
Efficacy	150
IES Type	N/A
BUG Rating	B3-U0-G5

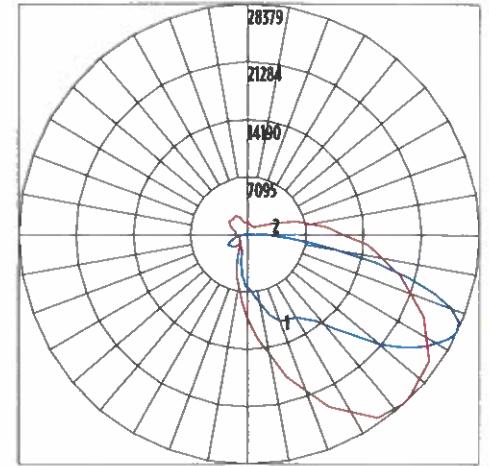
Zonal Lumen Summary		
Zone	Lumens	% Luminaire
Low (0-30°)	4964	16%
Medium (30-60°)	14178	44%
High (60-90°)	11730	37%
Very High (90-180°)	1018	3%
Uplight (90-180°)	0	0%
Total Flux	31890	100%

ISO Footcandle



25' Mounting Height / 25' Grid Spacing
 5 FC 2 FC 1 FC 0.5 FC

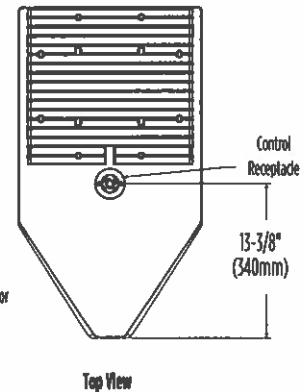
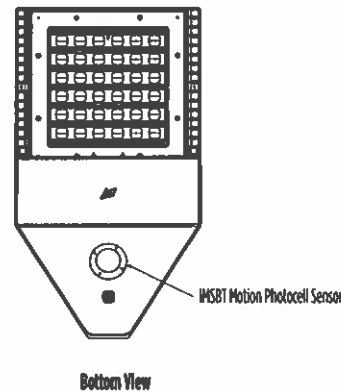
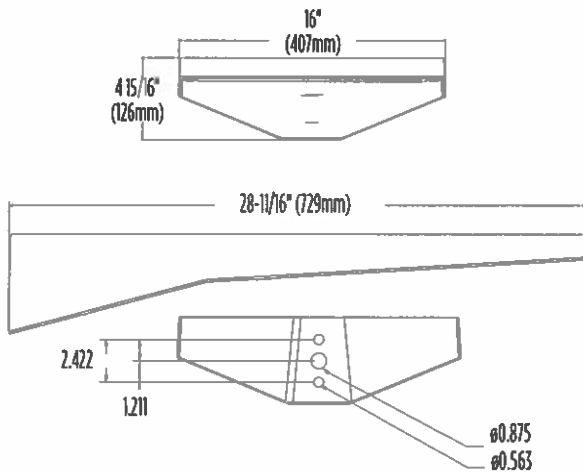
Polar Curve



Vertical Plane Horizontal Cone

PRODUCT DIMENSIONS

[Back to Quick Links](#)



Luminaire EPA Chart					
Tilt Degree		0°	15°	30°	45°
Single		0.5	1.2	2.1	2.6
D180°		1.1	1.3	2.1	2.6
D90°		0.9	1.8	2.5	3.1
T90°		1.2	2.3	2.9	3.6
TN120°		1.3	3.0	4.4	5.4
Q90°		1.2	2.3	2.9	3.6



EXHIBIT G um Outdoor LED Area Light

Have questions? Call us at (800) 436-7800

Type: _____

(8)

CONTROLS

[Back to Quick Links](#)

Integral Bluetooth™ Motion and Photocell Sensor (IMSBTxL)

Slim low profile sensor provides multi-level control based on motion and/or daylight. Sensor controls 0-10 VDC LED drivers and is IP66 rated for cold and wet locations (-40°F to 167°F). Two unique PIR lenses are available and used based on fixture mounting height. All control parameters are adjustable via an iOS or Android App capable of storing and transmitting sensor profiles.

[Click here to learn more details about IMSBT](#)



LEVITON App



Apple



Android

AirLink Blue (ALBMRxLR, ALBCSx)

Wireless Bluetooth Mesh Lighting Control System that incorporates Luminaire Level Lighting Controls (LLLC) and high-end trim to provide energy savings code compliance and enhanced safety/security for parking lots and parking garages. Three key components; Bluetooth wireless radio/sensor controller, Time Keeper and an iOS App with technology partner Silvar. Capable of grouping multiple fixtures and sensors as well as scheduling time-based events by zone. Radio/Sensor Controller is factory integrated into Area/Site, Wall Mounted, Parking Garage and Canopy luminaires.

[Click here to learn more details about AirLink Blue](#)



AirLink Blue App



Apple

Sensor Sequence of Operations

Standard Programming	On Event	Off Event	On Light Level	Dim Light Level	Daylight Harvesting	Delay To Off	Sensitivity
OMSBTxL/IMSBTxL	Motion	No Motion	100%	N/A	On; Auto Calibration	20 minutes	High
OMS	Motion	No Motion	N/A	N/A	N/A	30 seconds	Auto

Operation	Description
On Event	Trigger that activates lights to turn on; either automatic via motion detected or manually activated via push of button.
Off Event	Trigger that activates lights to turn off; either automatic via no motion detected or manually activated via push of button.
On Light Level	The light level that the fixtures will turn on to when ON EVENT occurs.
Dim Light Level	The light level that the fixtures will dim down to when no motion is detected.
Delay to Dim	The amount of time after which no motion is detected that the fixtures will be triggered to dim down. This sequence is optional, and sensor can be programmed to only trigger the fixture to turn off by entering 100% in this field.
Delay to Off	The amount of time after which no motion is detected that the fixtures will be triggered to turn off. If delay to dim is part of the programmed functionality, this is the amount of time after which no motion is detected after the fixture have already dimmed down.
Sensitivity	The sensitivity can be set to high, medium, low, or auto where applicable. High will detect smaller, simple motions. Low will only detect larger more complex motions. Auto temperature calibration adjusts the PIR sensitivity as ambient temperature rises to increase detection of heat movement through the field of view.





(8)

Steel Poles

Square Straight



QUICK LINKS

FEATURES & SPECIFICATIONS

Pole Shaft

- Straight poles are 4", 5", or 6" square.
- Pole shaft is electro-welded ASTM-A500 Grade C steel tubing with a minimum yield strength of 50,000 psi.
- On Tenon Mount steel poles, tenon is 2-3/8" O.D. high-strength pipe. Tenon is 4-3/4" in length.

Hand-Hole

- Standard hand-hole location is 12" above pole base.
- Poles 22' and above have a 3x6 reinforced hand hole.

Base

- Pole base is ASTM-A36 hot-rolled steel plate with a minimum yield strength of 36,000 psi.
- Two-piece square base cover is optional.

Anchor Bolts

- Anchor bolts are not provided as standard on pole orders. Anchor bolts must be ordered as an accessory, anchor bolts feature zinc-plated double nuts and washers. Galvanized anchor bolts are optional.
- Anchor Bolts conform to ASTM F 1554-07a Grade 55 with a minimum yield strength of 55,000 PSI.

Ground Lug

- Ground lug is standard.

Duplex Receptacle

- Weatherproof duplex receptacle is optional.

Ground Fault Circuit Interrupter

- Self-testing Ground fault circuit interrupter is optional.

Finishes

- Every pole is provided with the DuraGrip Protection System and a 5-year limited warranty. NOTE: Warranty only applies to the finish.
- When the top-of-the line DuraGrip Plus Protection System is selected, in addition to the DuraGrip Protection System, a non-porous, automotive-grade corrosion coating is applied to the lower portion of the pole interior sealing and further protecting it from corrosion. This option extends the limited warranty to 7 years. NOTE: Warranty only applies to the finish.

Determining The Luminaire/Pole Combination For Your Application:

- Select luminaire from luminaire ordering information.
- Select bracket configuration if required
- Determine EPA value from luminaire/ bracket EPA chart
- Select Pole Height
- Select MPH to match wind speed in the application area (See windspeed maps).
- Confirm pole EPA equal to or exceeding value of luminaire/bracket EPA
- Consult factory for special wind load requirements and banner brackets.

Pole Vibration Damper

- A pole vibration damper is recommended in open terrain areas of the country where low steady state winds are common.
- Non-tapered poles and lightly loaded poles are more susceptible to destructive vibration if a damper is not installed.

Warranty

- LSI poles come standard with a 1 year materials and workmanship warranty. Refer to <https://www.isicorp.com/resources/terms-conditions-warranty/> for more information.

Listings

- UL Listed
- BAA/TAA Compliant
- BABAA Compliant *If Specified



EXHIBIT G Square Straight

Have questions? Call us at (800) 436-7800

(8)

Type: _____

ORDERING GUIDE

[Back to Quick Links](#)

TYPICAL ORDER EXAMPLE: 4SQ B3 S11G 24 S PLP DGP						
Pole Series	Mounting Method	Material	Height ²	Mounting Configuration	Pole Finish	Options
4SQ - 4" x 4" Square Straight Pole 5SQ - 5" x 5" Square Straight Pole 6SQ - 6" x 6" Square Straight Pole	Bolt-On Mount¹ - See pole selection guide for patterns and fixture matches B5 - 5" Traditional Drilling Pattern B3 - 3" Reduced Pattern B2 - 2" Low Profile Drilling Pattern B2R - Raised 2" Low Profile Drilling Pattern (LAL4 ONLY) T - Tenon Mount - See pole selection guide for tenon and fixture/bracket matches I - No Mounting Holes ¹	S11G - 11 Ga. Steel (4SQ and 5SQ Only) S07G - 07 Ga. Steel	8' 10' 12' 13' 14' 15' 16' 17' 17'6" 18' 20' 22' 22'6" 23' 24' 25' 26' 27' 28' 30' 32' 35' 39'	S - Single/Parallel D180 - Double D90 - Double DH90 - Double T90 - Triple TN120 - Triple Q90 - Quad QN90 - Quad M - Tenon Mount (Standard Tenon size is 2-3/8" O.D.) ⁴ (Blank) - Use with I for Mounting Method	BRZ - Bronze BLK - Black PLP - Platinum Plus WHT - White SVG - Satin Verde Green GPT - Graphite MSV - Metallic Silver BZA - Alternate Bronze GMG - Gun Metal Gray	GA - Galvanized Anchor Bolts SF - Single Flood ³ DF - Double Flood ³ DGP - DuraGrip [®] Plus LAB - Less Anchor Bolts CRCK - Conduit Raceway ⁴ USA - BABAA Compliant ⁵



Need more information?
Click here for our glossary

Have additional questions?
Call us at (800) 436-7800



ACCESSORY ORDERING INFORMATION

Part Number	Description
122559CLR	4BC - 4" Square Base Cover
122561CLR	5BC - 5" Square Base Cover
122563CLR	6BC - 6" Square Base Cover
122566CLR	ER2 - Weatherproof Duplex Receptacle
122567CLR	GFI - Ground Fault Circuit Interrupter
132336	MH5 - mounting Hole Plugs for use with 5" traditional drill pattern (3 set of 3 plugs)
681126	MH3 - mounting Hole Plugs for use with 3" reduced drill pattern (3 set of 3 plugs)
725841	MH2 - Mounting Hole Plugs for use with 2" reduced drill pattern (3 sets of 3 plugs)
172539	Vibration Damper - 4" Square Pole (bolt-on mount only)
172538	Vibration Damper - 5" Square Pole (bolt-on mount only)
178361	Vibration Damper - 6" Square Pole (bolt-on mount only)

ANCHOR BOLT KIT ORDERING INFORMATION

Part Number	Description
AB KIT 122584	4SQ S11G/S07G Anchor Bolts (Steel Plated)
AB KIT 122609	4SQ S11G/S07G Anchor Bolts (Galvanized)
AB KIT 1225850	5SQ S11G Anchor Bolts (Steel Plated)
AB KIT 122610	5SQ S11G Anchor Bolts (Galvanized)
AB KIT 122586	5SQ S07G Anchor Bolts (Steel Plated)
AB KIT 122611	5SQ S07G Anchor Bolts (Galvanized)
AB KIT 122612	6SQ S07G Anchor Bolts (Galvanized)

1 - See Area Light Brackets - 3" Reduced Drill Pattern and Area Light Brackets - 5" Traditional Drill Pattern Spec Sheets.

2 - Pole heights will have +/- 1/2" tolerance.

3 - See Flood Lighting Brackets section for choice of FBO brackets.

4 - CR selection must indicate required height and side of pole mounting location. Mounting template required at time of order.

5 - USA only applies to 4SQ 11 G poles up to 26' and 5SQ 7 G poles up to 30'.



EXHIBIT G Square Straight

Have questions? Call us at (800) 436-7800

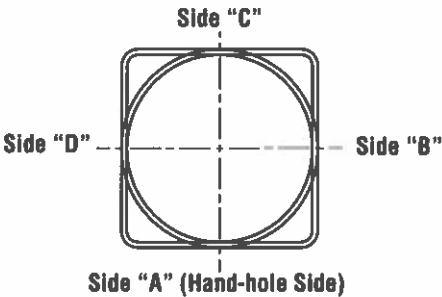
(8)

Type : _____

DRILLING LOCATIONS

[Back to Quick Links](#)

Sides	A	B	C	D
Hand-hole	X			
Single	X			
D180		X		X
D90	X			X
DN90 ¹				
T90	X	X		X
TN120 ²				
Q90	X	X	X	X
QN90 ³				
Single FBO	X			
Double FBO		X		X



- 1 - Two locations will be 45° to the left and right of Side A.
 - 2 - Other two locations will be 120° to the left and right of Side A.
 - 3 - Two locations will be 45° to the left and right of Side A and two locations will be 135° to the left and right of Side A.
- Consult factory for custom variations. Standard SF and DF pole preparations are located 3/4 of the height of the pole from the base, except on 20' poles. Maximum height for SF and DF pole preparations on 20' poles is 13' from the base.

FIXTURE CONFIGURATIONS



BOLT CIRCLE / BOLT SQUARE
[Back to Quick Links](#)
STANDARD BASEPLATE

4" (102mm) square
10-1/8" (257mm) sq.

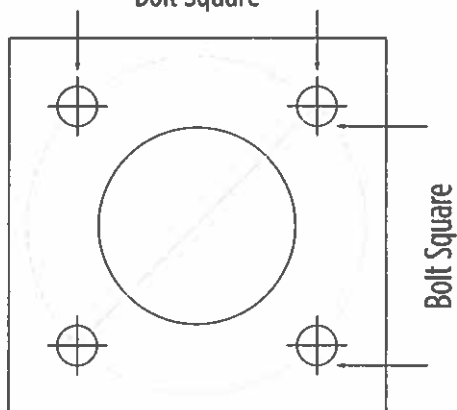
5" (127mm) square
10-1/8" (257mm) sq.

5" (127mm) square
10-1/8" (257mm) sq.

6" (152mm) square
12" (305mm) sq.


Bolt Circle Designator	B	C	D	J
Bolt Circle	Slotted 8"-11" (203mm-279mm)	Slotted 9"-11" (229mm-279mm)	Slotted 9"-11" (229mm-279mm)	Slotted 11"-13" (305mm-330mm)
Bolt Square	Slotted 5.7"-7.7" (145mm-196mm)	Slotted 6.4"-7.7" (163mm-196mm)	Slotted 6.4"-7.7" (163mm-196mm)	Slotted 7.7"-9.1" (196mm-231mm)
Anchor Bolt Size	3/4" x 24" (19mm x 609mm)	3/4" x 24" (19mm x 609mm)	1" x 30" (25mm x 762mm)	1" x 30" (25mm x 762mm)
Anchor Bolt Projection	3-1/4" (83mm)	3-1/4" (83mm)	4" (102mm)	4" (102mm)
Base Plate Opening for Wireway Entry	3-5/8" (92mm)	4-3/4" (121mm)	4-5/8" (117mm)	5-5/8" (143mm)
Base Plate Dimensions	10-1/8" sq. x 3/4" thk. (257mm x 19mm)	10-1/8" sq. x 3/4" thk. (257mm x 19mm)	10-1/8" sq. x 1" thk. (257mm x 25mm)	12" sq. x 1-1/8" thk. (305mm x 29mm)
Pole Gauge	11	11	7	7

Note: Base plate illustrations may change without notice. Do not use for setting anchor bolts. Consult factory for the appropriate anchor bolt template.

Bolt Square


1 - Full Galvanized option is 1" x 30" straight headed anchor bolt. Contact factory for questions

EXHIBIT G

Square Straight

Have questions? Call us at (800) 436-7800

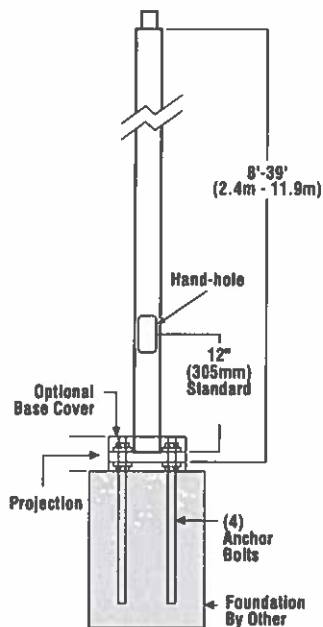
(8)

Type: _____

PRODUCT DIMENSIONS

[Back to Quick Links](#)

SQT -
N= 2-3/8" (60mm) O.D. x 4-3/4" (121mm) Tenon



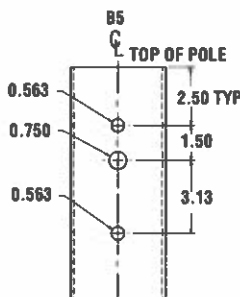
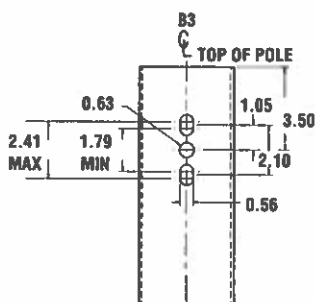
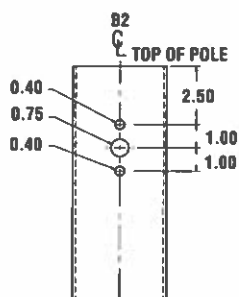
SF -
Single Flood
Pole Preparation



SHIPPING WEIGHTS

4"(102mm) sq. 11 Ga. is approximately	7.50 lbs./ft.
4"(102mm) sq. 07 Ga. is approximately	10.00 lbs./ft.
5"(127mm) sq. 11 Ga. is approximately	9.00 lbs./ft.
5"(127mm) sq. 07 Ga. is approximately	12.50 lbs./ft.
6"(152mm) sq. 07 Ga. is approximately	15.40 lbs./ft.
Anchor Bolts (3/4" x 24") (19mm x 609mm)	15 lbs. (7kg)/set
Anchor Bolts (1" x 30") (25mm x 762mm)	30 lbs. (14kg)/set

Bolt-On Mount 2-Bolt Pattern



WIND SPEED

[Back to Quick Links](#)

EPA Information

All LSI Industries' poles are guaranteed to meet the EPA requirements listed. LSI Industries is not responsible if a pole order has a lower EPA rating than the indicated wind-loading zone where the pole will be located.

CAUTION: This guarantee does not apply if the pole/bracket/fixture combination is used to support any other items such as flags, pennants, or signs, which would add stress to the pole. LSI Industries cannot accept responsibility for harm or damage caused in these situations.

NOTE: Pole calculations include a 1.3 gust factor over steady wind velocity. Example: poles designed to withstand 80 MPH steady wind will withstand gusts to 104 MPH. EPA's are for locations 100 miles away from hurricane ocean lines. Consult LSI for other areas. Note: Hurricane ocean lines are the Atlantic and Gulf of Mexico coastal areas. For applications in Florida or Canada, consult factory.

POLE ¹	Mtg. Height Length (ft)	Wall Thick (ga)	BOLT CIRCLE			EPA									
			Designator	Dia. (in)	Anchor bolt Dia (in)	110 MPH	115 MPH	120 MPH	130 MPH	140 MPH	150 MPH	160 MPH	170 MPH	180 MPH	
4" x 11-ga x 12'	12	11	B	8" - 11"	0.75	13.9	12.5	11.3	9.2	7.6	6.3	5.2	4.3	3.6	
4" x 11-ga x 14'	14	11	B	8" - 11"	0.75	10.7	9.5	8.5	6.8	5.4	4.4	3.5	2.7	2.1	
4" x 11-ga x 16'	16	11	B	8" - 11"	0.75	8.2	7.2	6.4	4.9	3.8	2.9	2.1	1.5	1.0	
4" x 11-ga x 18'	18	11	B	8" - 11"	0.75	6.3	5.4	4.7	3.4	2.4	1.6	1.0	0.4	n/a	
4" x 11-ga x 20'	20	11	B	8" - 11"	0.75	4.6	3.9	3.2	2.1	1.2	0.6	n/a	n/a	n/a	
4" x 11-ga x 22'	22	11	B	8" - 11"	0.75	7.6	6.6	5.7	4.2	3.0	2.0	1.2	0.5	n/a	
4" x 11-ga x 24'	24	11	B	8" - 11"	0.75	6.0	5.1	4.3	2.9	1.8	0.9	n/a	n/a	n/a	
4" x 11-ga x 26'	26	11	B	8" - 11"	0.75	4.6	3.7	3.0	1.7	0.7	n/a	n/a	n/a	n/a	
4" x 7-ga x 14'	14	7	B	8" - 11"	0.75	18.3	16.4	14.9	12.2	10.2	8.5	7.1	5.9	5.0	
4" x 7-ga x 16'	16	7	B	8" - 11"	0.75	14.7	13.2	11.8	9.6	7.8	6.3	5.2	4.2	3.4	
4" x 7-ga x 18'	18	7	B	8" - 11"	0.75	11.9	10.5	9.3	7.4	5.9	4.6	3.6	2.8	2.1	
4" x 7-ga x 20'	20	7	B	8" - 11"	0.75	9.6	8.4	7.4	5.7	4.3	3.2	2.3	1.6	0.9	
4" x 7-ga x 22'	22	7	B	8" - 11"	0.75	7.7	6.6	5.7	4.2	3.0	2.0	1.2	0.5	n/a	
4" x 7-ga x 24'	24	7	B	8" - 11"	0.75	6.0	5.1	4.3	2.9	1.8	0.9	n/a	n/a	n/a	
4" x 7-ga x 26'	26	7	B	8" - 11"	0.75	4.6	3.7	3.0	1.7	0.7	n/a	n/a	n/a	n/a	
4" x 7-ga x 28' ²	28	7	B	8" - 11"	0.75	3.3	2.5	1.8	0.7	n/a	n/a	n/a	n/a	n/a	
4" x 7-ga x 30' ²	30	7	B	8" - 11"	0.75	2.2	1.4	0.8	n/a	n/a	n/a	n/a	n/a	n/a	
5" x 11-ga x 14'	14	11	C	9" - 11"	0.75	17.4	15.7	14.1	11.5	9.3	7.7	6.3	5.2	4.2	
5" x 11-ga x 16'	16	11	C	9" - 11"	0.75	13.8	12.3	10.9	8.7	6.9	5.5	4.3	3.3	2.5	
5" x 11-ga x 18'	18	11	C	9" - 11"	0.75	10.8	9.6	8.4	6.5	4.9	3.7	2.6	1.8	1.1	
5" x 11-ga x 20'	20	11	C	9" - 11"	0.75	8.5	7.3	6.3	4.6	3.2	2.1	1.2	0.5	n/a	
5" x 11-ga x 22'	22	11	C	9" - 11"	0.75	10.9	9.5	8.3	6.2	4.5	3.2	2.1	1.2	0.5	
5" x 11-ga x 24'	24	11	C	9" - 11"	0.75	8.8	7.5	6.4	4.5	3.0	1.8	0.8	n/a	n/a	
5" x 11-ga x 26'	26	11	C	9" - 11"	0.75	6.8	5.7	4.6	3.0	1.6	0.6	n/a	n/a	n/a	
5" x 11-ga x 28'	28	11	C	9" - 11"	0.75	5.2	4.1	3.2	1.6	0.4	n/a	n/a	n/a	n/a	
5" x 11-ga x 30'	30	11	C	9" - 11"	0.75	3.6	2.7	1.8	0.4	n/a	n/a	n/a	n/a	n/a	
5" x 7-ga x 20'	20	7	D	9" - 11"	1.00	21.6	19.3	17.3	14.0	11.3	9.2	7.4	6.0	4.8	
5" x 7-ga x 22'	22	7	D	9" - 11"	1.00	20.7	18.6	16.6	13.3	10.7	8.5	6.8	5.4	4.2	
5" x 7-ga x 24'	24	7	D	9" - 11"	1.00	17.7	15.6	13.8	10.8	8.5	6.6	5.0	3.7	2.6	
5" x 7-ga x 26'	26	7	D	9" - 11"	1.00	14.9	13.1	11.4	8.8	6.6	4.9	3.5	2.3	1.3	
5" x 7-ga x 28'	28	7	D	9" - 11"	1.00	12.5	10.9	9.4	6.9	4.9	3.4	2.1	1.0	n/a	
5" x 7-ga x 30'	30	7	D	9" - 11"	1.00	10.3	8.9	7.5	5.2	3.4	2.0	0.8	n/a	n/a	
5" x 7-ga x 35'	35	7	D	9" - 11"	1.00	6.0	4.8	3.6	1.8	n/a	n/a	n/a	n/a	n/a	
6" x 7-ga x 24'	24	7	J	12"	1.00	18.6	16.4	14.3	11.2	8.6	6.5	4.8	3.4	2.2	
6" x 7-ga x 26'	26	7	J	12"	1.00	15.6	13.4	11.7	8.8	6.5	4.6	3.0	1.8	0.7	
6" x 7-ga x 28'	28	7	J	12"	1.00	12.9	10.9	9.3	6.7	4.6	2.8	1.5	n/a	n/a	
6" x 7-ga x 30'	30	7	J	12"	1.00	10.4	8.8	7.3	4.8	2.9	1.3	n/a	n/a	n/a	
6" x 7-ga x 32'	32	7	J	12"	1.00	8.3	6.8	5.5	3.1	1.3	n/a	n/a	n/a	n/a	
6" x 7-ga x 34'	34	7	J	12"	1.00	6.5	5.0	3.7	1.6	n/a	n/a	n/a	n/a	n/a	
6" x 7-ga x 35'	35	7	J	12"	1.00	5.5	4.2	2.9	0.9	n/a	n/a	n/a	n/a	n/a	
6" x 7-ga x 39'	39	7	J	12"	1.00	2.3	1.0	n/a	n/a	n/a	n/a	n/a	n/a	n/a	

EXHIBIT G Square Straight

(8)

Type: _____

Have questions? Call us at (800) 436-7800

WIND SPEED

POLE ¹	Mtg. Height Length (ft)	Wall Thick (ga)	BOLT CIRCLE			EPA								
			Designator	Dia. (in)	Anchor Bolt Dia (in)	110 MPH	115 MPH	120 MPH	130 MPH	140 MPH	150 MPH	160 MPH	170 MPH	180 MPH
5" x 11-ga x 14'	14	11	F	11"	0.75	17.6	15.8	14.2	11.5	9.4	7.7	6.3	5.2	4.3
5" x 11-ga x 14'	14	11	F	13"	0.75	17.6	15.8	14.2	11.5	9.4	7.7	6.3	5.2	4.3
5" x 11-ga x 16'	16	11	F	11"	0.75	13.9	12.2	11.0	8.8	7.0	5.5	4.3	3.4	2.5
5" x 11-ga x 16'	16	11	F	13"	0.75	13.9	12.2	11.0	8.8	7.0	5.5	4.3	3.4	2.5
5" x 11-ga x 18'	18	11	F	11"	0.75	11.0	9.6	8.4	6.5	5.0	3.7	2.7	1.8	1.1
5" x 11-ga x 18'	18	11	F	13"	0.75	11.0	9.6	8.4	6.5	5.0	3.7	2.7	1.8	1.1
5" x 11-ga x 20'	20	11	F	11"	0.75	8.6	7.4	6.4	4.6	3.3	2.2	1.3	0.5	-
5" x 11-ga x 20'	20	11	F	13"	0.75	8.6	7.4	6.4	4.6	3.3	2.2	1.3	0.5	-
5" x 11-ga x 22'	22	11	F	11"	0.75	12.7	11.1	9.6	7.4	5.6	4.1	3.0	2.0	1.1
5" x 11-ga x 22'	22	11	F	12"	0.75	10.3	8.9	7.7	5.7	4.1	2.8	1.8	0.9	-
5" x 11-ga x 22'	22	11	F	13"	0.75	8.6	7.4	6.4	4.6	3.1	2.0	1.1	-	-
5" x 11-ga x 24'	24	11	F	11"	0.75	10.2	8.9	7.6	5.6	4.0	2.6	1.6	0.7	-
5" x 11-ga x 24'	24	11	F	12"	0.75	8.0	6.9	5.8	4.0	2.6	1.5	0.5	-	-
5" x 11-ga x 24'	24	11	F	13"	0.75	6.7	5.5	4.6	3.0	1.7	0.7	-	-	-
5" x 11-ga x 26'	26	11	F	11"	0.75	8.1	6.9	5.8	4.0	2.5	1.3	-	-	-
5" x 11-ga x 26'	26	11	F	12"	0.75	6.2	5.1	4.1	2.6	1.3	-	-	-	-
5" x 11-ga x 26'	26	11	F	13"	0.75	5.0	4.0	3.1	1.6	0.5	-	-	-	-
5" x 11-ga x 28'	28	11	F	11"	0.75	6.3	5.2	4.3	2.5	1.1	-	-	-	-
5" x 11-ga x 28'	28	11	F	12"	0.75	4.6	3.6	2.7	1.2	-	-	-	-	-
5" x 11-ga x 28'	28	11	F	13"	0.75	3.4	2.5	1.7	-	-	-	-	-	-
5" x 11-ga x 30'	30	11	F	11"	0.75	4.7	3.7	2.8	1.2	-	-	-	-	-
5" x 11-ga x 30'	30	11	F	12"	0.75	3.1	2.2	1.4	-	-	-	-	-	-
5" x 11-ga x 30'	30	11	F	13"	0.75	2.0	1.2	0.5	-	-	-	-	-	-
5" x 7-ga x 20'	20	7	G	11"	1	21.7	19.4	17.4	14.0	11.4	9.3	7.5	6.0	4.8
5" x 7-ga x 20'	20	7	G	13"	1	21.7	19.4	17.4	14.0	11.4	9.3	7.5	6.0	4.8
5" x 7-ga x 22'	22	7	G	11"	1	21.0	18.7	16.7	13.4	10.6	8.5	6.8	5.4	4.2
5" x 7-ga x 22'	22	7	G	12"	1	23.4	20.6	18.4	15.0	12.2	9.9	8.0	6.4	5.1
5" x 7-ga x 22'	22	7	G	13"	1	21.3	18.8	17.0	13.7	11.0	8.8	7.0	5.6	4.3
5" x 7-ga x 24'	24	7	G	11"	1	17.5	15.7	13.9	10.9	8.6	6.7	5.0	3.7	2.7
5" x 7-ga x 24'	24	7	G	12"	1	20.0	17.4	15.4	12.3	9.9	7.8	6.0	4.7	3.5
5" x 7-ga x 24'	24	7	G	13"	1	18.1	16.0	14.2	11.0	8.7	6.7	5.3	3.9	2.8
5" x 7-ga x 26'	26	7	G	11"	1	15.0	13.2	11.5	8.8	6.7	4.9	3.5	2.3	1.3



EXHIBIT G Square Straight

Have questions? Call us at (800) 436-7800

(8)

Type : _____

WIND SPEED

POLE	Htg. Height Length (ft)	Wall Thick (ga)	BOLT CIRCLE			EPA								
			Designator	Dia. (in)	Anchor Bolt Dia (in)	110 MPH	115 MPH	120 MPH	130 MPH	140 MPH	150 MPH	160 MPH	170 MPH	180 MPH
5" x 7-ga x 26'	26	7	G	12"	1	17.0	14.8	13.0	10.2	7.9	6.0	4.4	3.1	2.1
5" x 7-ga x 26'	26	7	G	13"	1	15.3	13.5	11.8	9.0	6.8	5.0	3.6	2.5	1.4
5" x 7-ga x 28'	28	7	G	11"	1	12.5	10.9	9.5	7.0	5.0	3.3	2.1	1.0	-
5" x 7-ga x 28'	28	7	G	12"	1	14.2	12.4	11.0	8.2	6.0	4.3	3.0	1.7	0.8
5" x 7-ga x 28'	28	7	G	13"	1	12.9	11.0	9.7	7.2	5.2	3.6	2.2	1.1	-
5" x 7-ga x 30'	30	7	G	11"	1	10.4	8.8	7.6	5.3	3.4	2.0	0.8	-	-
5" x 7-ga x 30'	30	7	G	12"	1	12.0	10.3	9.0	6.4	4.4	2.9	1.6	0.5	-
5" x 7-ga x 30'	30	7	G	13"	1	10.6	9.1	7.7	5.5	3.6	2.1	1.0	-	-
5" x 7-ga x 35'	35	7	G	11"	1	6.0	4.8	3.6	1.8	-	-	-	-	-
5" x 7-ga x 35'	35	7	G	12"	1	7.3	6.0	4.8	2.7	1.1	-	-	-	-
5" x 7-ga x 35'	35	7	G	13"	1	6.3	5.0	3.8	1.9	-	-	-	-	-
6" x 7-ga x 24'	24	7	H	11"	1	16.5	14.4	12.6	9.6	7.2	5.3	3.8	2.5	1.4
6" x 7-ga x 24'	24	7	H	12-1/2"	1	19.8	17.5	15.4	12.0	9.2	7.0	5.3	3.8	2.7
6" x 7-ga x 24'	24	7	H	14"	1	23.0	20.5	18.0	14.3	11.2	8.9	6.9	5.3	3.8
6" x 7-ga x 26'	26	7	H	11"	1	13.7	11.8	10.2	7.5	5.3	3.6	2.1	1.0	-
6" x 7-ga x 26'	26	7	H	12-1/2"	1	16.5	14.6	12.6	9.6	7.0	5.2	3.6	2.2	1.1
6" x 7-ga x 26'	26	7	H	14"	1	19.6	17.3	15.2	11.7	8.9	6.7	5.0	3.5	2.2
6" x 7-ga x 28'	28	7	H	11"	1	11.0	9.3	7.8	5.5	3.5	1.9	0.6	-	-
6" x 7-ga x 28'	28	7	H	12-1/2"	1	13.8	12.0	10.2	7.5	5.2	3.4	1.9	0.7	-
6" x 7-ga x 28'	28	7	H	14"	1	16.4	14.5	12.5	9.4	6.9	4.7	3.2	1.8	0.7
6" x 7-ga x 30'	30	7	H	11"	1	9.0	7.3	6.0	3.6	1.9	0.5	-	-	-
6" x 7-ga x 30'	30	7	H	12-1/2"	1	11.4	9.6	8.0	5.5	3.4	1.7	-	-	-
6" x 7-ga x 30'	30	7	H	14"	1	14.0	12.0	10.0	7.2	5.0	3.2	1.6	-	-
6" x 7-ga x 32'	32	7	H	11"	1	7.0	5.5	4.2	2.0	-	-	-	-	-
6" x 7-ga x 32'	32	7	H	12-1/2"	1	9.2	7.6	6.0	3.8	1.8	-	-	-	-
6" x 7-ga x 32'	32	7	H	14"	1	11.4	9.7	8.0	5.4	3.2	1.6	-	-	-
6" x 7-ga x 34'	34	7	H	11"	1	5.1	3.7	2.5	0.6	-	-	-	-	-
6" x 7-ga x 34'	34	7	H	12-1/2"	1	7.2	5.6	4.4	2.2	-	-	-	-	-
6" x 7-ga x 34'	34	7	H	14"	1	9.3	7.6	6.2	3.6	1.7	-	-	-	-
6" x 7-ga x 35'	35	7	H	11"	1	4.2	3.0	1.8	-	-	-	-	-	-
6" x 7-ga x 35'	35	7	H	12-1/2"	1	6.2	4.8	3.6	1.4	-	-	-	-	-
6" x 7-ga x 35'	35	7	H	14"	1	8.2	6.6	5.2	2.9	1.0	-	-	-	-
6" x 7-ga x 39'	39	7	H	11"	1	1.0	-	-	-	-	-	-	-	-
6" x 7-ga x 39'	39	7	H	12-1/2"	1	3.0	1.6	0.5	-	-	-	-	-	-
6" x 7-ga x 39'	39	7	H	14"	1	4.6	3.3	2.0	-	-	-	-	-	-

(9)

STATE OF TEXAS § DEVELOPMENT AGREEMENT FOR
 § THE LEARNING EXPERIENCE
COUNTY OF ELLIS §

THIS DEVELOPMENT AGREEMENT ("Agreement") is entered into by and between the City of Waxahachie, Texas ("City"), and Desert Owl Realty, LLC ("Developer") (individually, a "Party" and collectively, the "Parties") to be effective (the "Effective Date") on the latest date executed by a Party.

WHEREAS, the City is a home-rule municipal corporation, located in Ellis County, Texas, organized and existing under the laws of the State of Texas; and

WHEREAS, Developer is developing in the City a Unified Lot Sign on approximately 2.16 acres of land generally located at 1328 and 1332 Brown Street Parcel Number(s) 295112 and 295113 in the City (the "Property"), and a legal description and depiction of the Property is attached hereto as Exhibit A and incorporated by reference; and

WHEREAS, the foregoing Property was rezoned by the City Council on or about October 5, 2026, when the City Council approved a (Planned Development or insert other type of development) for the Property, contained in **Ordinance No. TBD**, and this Agreement seeks to incorporate, in part, the negotiated and agreed upon development standards contained in the underlying zoning ordinance, as may be amended, and/or this Development Agreement, to recognize Developer's reasonable investment-backed expectations in the Development, as may be amended, and as more fully described herein.

NOW, THEREFORE, in consideration of the foregoing premises, and for other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the Parties to this Agreement agree as follows:

1. **Development Standards.** For any structure built on the Property following the Effective Date, it shall comply with the elevations and building materials requirements contained in Exhibit B, attached hereto and incorporated herein. The Parties agree and acknowledge that the provisions of this Paragraph shall apply to any structure constructed subsequent to the execution of this Agreement. Nothing in this Agreement shall be deemed to modify or otherwise amend any zoning regulation duly adopted by the City, previously or in the future.

2. **Covenant Running with the Land.** The terms, conditions, rights, obligations, benefits, covenants and restrictions of the provisions of this Agreement shall be deemed covenants running with the land, and shall be binding upon and inure to the benefit of the Developer and its heirs, representatives, successors and assigns. This Agreement shall be deemed to be incorporated into each deed and conveyance of the Property or any portion thereof hereafter made by any other Developers of the Property, regardless of whether this Agreement is expressly referenced therein.

(9)

3. **Applicability of City Ordinances.** Developer shall develop the Property, and construct all structures on the Property, in accordance with all applicable City ordinances and building/construction codes. Further, Developer shall plat the Property prior to the submission of any applications for any building permit.

4. **Rough Proportionality.** Developer hereby agrees that any land or property donated and/or dedicated to the City pursuant to this Agreement, including but not limited to any dedication of right-of-way along Brown Street or Indian Drive, whether in fee simple or otherwise, including any easements (as may be reflected in any Final Plat), including any utility and/or access easements, relative to any development on the Property is roughly proportional to the need for such land and Developer hereby waives any claim therefor that it may have. Developer further acknowledges and agrees that all prerequisites to such a determination of rough proportionality have been met, and that any costs incurred relative to said donation are related both in nature and extent to the impact of the development referenced herein. Both Developer and the City further agree to waive and release all claims one may have against the other related to any and all rough proportionality and individual determination requirements mandated by the United States Supreme Court in *Dolan v. City of Tigard*, 512 U.S. 374 (1994), and its progeny, as well as any other requirements of a nexus between development conditions and the provision of roadway services to the Property.

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

6. **Default.** No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time determined based on the nature of the alleged failure, but in no event less than thirty (30) days after written notice of the alleged failure has been given). In addition, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured. If either Party is in default under this Agreement, the other Party shall have the right to enforce the Agreement in

(9)

accordance with applicable law, provided, however, in no event shall any Party be liable for consequential or punitive damages.

7. **Venue**. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Ellis County, Texas.

8. **Notice**. Any notices required or permitted to be given hereunder (each, a "Notice") shall be given by certified or registered mail, return receipt requested, to the addresses set forth below or to such other single address as either party hereto shall notify the other:

If to the City: The City of Waxahachie
408 S. Rogers Street
Waxahachie, Texas 75165
Attention: City Manager

If to Developer: Desert Owl Realty, LLC
401 North Carroll Avenue, Suite 614
Southlake, Texas 76092
Attention: James Wiseman

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

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

11. **Savings/Severability**. In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the Agreement shall, to the extent reasonably possible, remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.

12. **Binding Agreement**. A telecopied facsimile of a duly executed counterpart of this Agreement shall be sufficient to evidence the binding agreement of each party to the terms herein, including without limitation a scanned copy sent via electronic mail by either Party.

13. **Authority to Execute**. This Agreement shall become a binding obligation on the Parties upon execution by all Parties hereto. The City warrants and represents

(a)

that the individual executing this Agreement on behalf of the City has full authority to execute this Agreement and bind the City to the same. Developer warrants and represents that the individual executing this Agreement on behalf of Developer has full authority to execute this Agreement and bind Developer to the same. The City Council hereby authorizes the City Manager of the City to execute this Agreement on behalf of the City.

14. Filing in Deed Records. This Agreement, and any and all subsequent amendments to this Agreement, shall be filed in the deed records of Ellis County, Texas.

15. 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.

16. Notification of Sale or Transfer; Assignment of Agreement. Except with respect to a sale or transfer to a related entity of Developer, Developer shall notify the City in writing of any sale or transfer of all or any portion of the Property, within ten (10) business days of such sale or transfer. Developer has the right (from time to time without the consent of the City, but upon written notice to the City) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of Developer under this Agreement, to any person or entity (an "Assignee") that is or will become an Developer of any portion of the Property or that is an entity that is controlled by or under common control with Developer. Each assignment shall be in writing executed by Developer and the Assignee and shall obligate the Assignee to be bound by this Agreement. Except with respect to a sale or transfer to a related entity of Developer, a copy of each assignment shall be provided to the City within ten (10) business days after execution. Provided that the successor Developer assumes the liabilities, responsibilities, and obligations of the assignor under this Agreement and/or the building has been constructed on the Property as provided in this Agreement, the assigning party will be released from any rights and obligations under this Agreement as to the Property that is the subject of such assignment, effective upon such transfer. No assignment by Developer shall release Developer from any liability that resulted from an act or omission by Developer that occurred prior to the effective date of the assignment. Developer shall maintain true and correct copies of all assignments made by Developer to Assignees, including a copy of each executed assignment and the Assignee's Notice information.

17. Sovereign Immunity. The Parties agree that the City has not waived its sovereign immunity from suit by entering into and performing its obligations under this Agreement.

18. Effect of Recitals. The recitals contained in this Agreement: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Agreement; (c) are legislative findings of the City Council; and (d) reflect the final intent of the Parties with regard to the subject matter of this Agreement. In the event it becomes necessary to interpret any provision of this Agreement, the intent

(9)

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

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

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

21. Amendment. This Agreement shall not be modified or amended except in writing signed by the Parties. A copy of each amendment to this Agreement, when fully executed and recorded, shall be provided to each Party, Assignee and successor Developer of all or any part of the Property; however, the failure to provide such copies shall not affect the validity of any amendment.

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

23. Miscellaneous Drafting Provisions. This Agreement shall be deemed drafted equally by all Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any Party shall not apply.

IN WITNESS WHEREOF, the parties hereto have caused this document to be executed as of the date referenced herein.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

(9)

CITY:

THE CITY OF WAXAHACHIE, TEXAS

By: _____

Name: Ricky Boyd

Title: City Manager

STATE OF TEXAS)

COUNTY OF ELLIS)

 This instrument was acknowledged before me on the ____ day of _____, 202__, by Ricky Boyd, City Manager of the City of Waxahachie, Texas, on behalf of the City of Waxahachie, Texas.

Notary Public, State of Texas

My Commission Expires: _____

(9)

DEVELOPER:

Desert Owl Realty, LLC, a Texas corporation

By: _____

Name: James Wiseman

Title: Manager

STATE OF _____)

COUNTY OF _____)

This instrument was acknowledged before me on the ____ day of _____, 202__, by James Wiseman in his/her capacity as the Manager of Desert Owl Realty, LLC a Texas corporation, known to be the person whose name is subscribed to the foregoing instrument, and that he/she executed the same on behalf of and as the act of Developer.

Notary Public, State of _____

My Commission Expires: _____

(9)

EXHIBIT A

(Property Legal Description)

Property Description: Ellis County Appraisal District Parcel Number(s): 295112 and 295113.

(9)



(9)

EXHIBIT B

(Building Materials/Elevations)

(9)



SA-1.2

[illegible]

Planning & Zoning Department

Zoning Staff Report

(10)

Case: ZDC-60-2026



MEETING DATE(S)

Planning & Zoning Commission:

September 29, 2026

City Council:

October 5, 2026

CAPTION

Public Hearing on a request by Derek McCall, Tanner Consulting, for a **Specific Use Permit (SUP)** for a **Drive-Thru Establishment use**, including requested deviations from base site plan, parking, and landscape plan regulations for a restaurant with a drive-thru within a Planned Development-General Retail (PD-GR) zoning district located at 504 N Hwy 77 (Property ID: 172327) Owner: Mark Godwin, Retail Buildings, Inc (ZDC-60-2026)

RECOMMENDED MOTION

"I move to recommend approval of ZDC-60-2026, a Specific Use Permit (SUP) for a Drive-Thru Establishment use, subject to the conditions of the staff report, authorizing the Mayor and/or City Manager to execute all documents accordingly."

APPLICANT REQUEST

The Applicant requests approval of a SUP to allow for a Drive-Thru Establishment use (Braum's) at 504 North US Highway 77.

CASE INFORMATION

<i>Applicant:</i>	Derek McCall, Tanner Consulting
<i>Property Owner(s):</i>	Retail Buildings, Inc.
<i>Site Acreage:</i>	1.75 acres
<i>Current Zoning:</i>	Planned Development District 19 – General Retail (PD-19-GR)
<i>Requested Zoning:</i>	PD-19-GR with a SUP for a Drive-Thru Establishment use

SUBJECT PROPERTY

<i>General Location:</i>	504 North Highway 77
<i>Parcel ID Number(s):</i>	172327
<i>Existing Use:</i>	Restaurant with a Drive-Thru Establishment use
<i>Development History:</i>	The subject property is platted as Lot 1R of The Braum's Addition in 1991.

(10)

Adjoining Zoning & Uses:

Direction	Zoning	Current Use
North	PD-19-GR with SUP for Drive-Thru Establishment for Little Caesars	Multitenant restaurant use
East	SF-2	Residential use (Chapman Place Unit 5 Addition)
South	PD-24-GR with SUP for Drive-Thru Establishment for HTeaO	HTeaO
West	PD-18-GR and PD-20-GR	Northgate Plaza

Future Land Use Plan:

Local Commercial

Comprehensive Plan:

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

Throughfare Plan:

The primary access to the subject property is from US Highway 77.

Site Aerial:



PLANNING ANALYSIS

Property History

The subject property was originally part of the Blockbuster Addition development (SP91-7), approved by the City Council in February 1991. Later that year, the City Council approved a revised site plan for Braum's to reflect its current building layout, subject to staff and Planning & Zoning Commission conditions. Under the applicable 1984 Zoning Ordinance (Ordinance No. 1401), a restaurant with drive-in services required a Specific Use Permit (SUP).

In 2020, Braum's submitted a building permit application (BLDC-000826-2020) for an interior remodel, a new entrance vestibule, and updated wall signage; however, this permit never received final inspection approval.

In April 2026, the Building & Community Services Department received a building permit application to construct a second drive-through lane. Because expanding the drive-through increases the site's non-conforming status, a new SUP is required. Consequently, the applicant submitted an SUP application in May 2026 to bring the property into compliance with current city zoning standards.

Proposed Use

The applicant requests approval of a SUP for a Drive-Thru Establishment (Braum's) at 504 North US Highway 77. The SUP will bring the existing drive-through facility into compliance with the Waxahachie Zoning Ordinance and allow for the addition of a second drive-through lane.

Landscaping

The applicant requests a variance from Section 5.04 of the current Waxahachie Zoning Ordinance (Ordinance No. 3020, adopted in 2018) to follow the older landscaping standards under Ordinance No. 1897 (adopted in 1997). The proposed plan does not meet current municipal landscaping requirements.

Some items worth noting are that the applicant is not proposing any canopy or ornamental trees along US Highway 77, the application request lacks clarity regarding the specific species and total count of proposed plantings.

PUBLIC NOTIFICATIONS

In accordance with Chapter 211 of the Texas Local Government Code and the City's public hearing notification requirements, 21 notices were mailed to property owners located within 200 feet of the subject property. In addition, notice of the public hearing was published in the Waxahachie Daily Light, and a sign was posted in a visible location on the subject property. Staff received no letters in support and opposition of the SUP request.

RECOMMENDATION

Based on the information provided in this Staff Report and the materials submitted in support of the request, the Planning Department recommends approval of the Specific Use Permit, subject to the conditions listed below.

Conditions:

1. The property owner shall provide a permanent irrigation system for all required landscape areas shown on the Landscape Plan and maintain the required landscaping at all times.
2. The applicant/property shall obtain all necessary permits from the City of Waxahachie Building and Community Services Department before starting construction.

(10)

ATTACHED EXHIBITS

1. Deviation Request Letter
2. SUP Ordinance

STAFF CONTACT INFORMATION

Prepared by:

Oanh Vu

Senior Planner

ovu@waxahachietx.gov

Reviewed by:

Trenton Robertson, AICP

Director of Planning

trobertson@waxahachietx.gov

25 August 2026

Oanh Vu
 Senior Planner
 City of Waxahachie
 O: 469.309.4290
 ovu@waxahachietx.gov

RE: Braum's (504 N Hwy 77) SUP Application - Ordinance Deficiency Letter

We are applying for an SUP for the existing Braum's located at 504 N Hwy 77. Our landscape plan follows Section 36 Landscape Requirements within the 1997 Zoning Ordinance #1897 (dated June 2, 1997) to extents possible. Following is a list of ordinance items that the Landscape Plan is deficient followed by the reason for deficiency in red:

36.6 Minimum Landscaping Requirements for Nonresidential and Multi-Family :

A. Nonresidential and multi-family parcels having two hundred fifty feet (250') or more of frontage shall have at least twenty percent (20%) of the street yard in permanent landscape area. This store was constructed in 1992 with approximately 2,870 sq. ft. (12.8%) of permanent landscape area within the street yard. Achieving that 20% will require losing parking spaces.

B. A minimum ten-foot (10') landscape buffer (interior parkway) adjacent to right-of-way of any street is required. A 10' landscape buffer adjacent to the right-of-way will require the loss of all parking (18 spaces) along Hwy 77.

B. Developers shall be required to plant one (1) large tree per forty (40) linear feet or portion thereof of street frontage. Any trees planted in the street frontage will be located less than 7' from an existing water main and underground telecommunication transmission line.

C. Landscape areas within parking lots shall be no less than five feet (5') wide. 3 existing landscape island is approximately 4 feet wide. Widening them will require the loss of parking spaces.

C. There shall be a landscaped area with at least one (1) tree within sixty feet (60') of every parking space. There are no existing planting beds large enough for the northern bays of 6 and 10 parking spaces to have a tree located within 60 feet of the spaces. Adding a planting bed will require the loss of parking spaces.

C. A landscape island shall be located at the terminus of all parking rows, and should contain at least one tree. 3 existing landscape islands that are at the terminus of parking rows are less than 5' in width and cannot support a healthy tree growing. The west end of the north bay of 6 parking spaces does not have a landscape island at the west end. Braum's cannot lose parking spaces, especially at the building.

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Let us know if you need anything else to complete the review.

Respectfully,



Scott Robinson, PLA

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING A SPECIFIC USE PERMIT (SUP) TO PERMIT A DRIVE-THROUGH ESTABLISHMENT USE WITHIN A PLANNED DEVELOPMENT-19-GENERAL RETAIL (PD-19-GR) ZONING DISTRICT, LOCATED AT 504 NORTH US HIGHWAY 77, BEING PROPERTY ID 172327, IN THE CITY OF WAXAHACHIE, ELLIS COUNTY, TEXAS, BEING LOT 1R OF THE BRAUM'S 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 PD-19-GR; and

WHEREAS, a proper application for an SUP has been made in accordance with the zoning ordinances in the City of Waxahachie and said application has been assigned case number ZDC-60-2026. 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 PD-19-GR to PD-19-GR with a SUP in order to permit a Drive-Through Establishment use on the following property: Lot 1R of The Braum's Addition, which is shown on Exhibit A, in accordance with the Site Plan attached as Exhibit B, and Landscape Plan attached as Exhibit C.

SPECIFIC USE PERMIT

Purpose and Intent

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

(11)

Specific Use Permit

FOR OPERATION OF A SPECIFIC USE PERMIT FOR A DRIVE-THROUGH ESTABLISHMENT USE WITHIN A PLANNED DEVELOPMENT-19-GENERAL RETAIL (PD-19-GR) 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-60-2026.
2. The development shall adhere to the City Council approved in Exhibit A – Location Map, Exhibit B – Site Plan, and Exhibit C – Landscape Plan.
3. The SUP shall follow the term of the tenant's Certificate of Occupancy.
4. 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.
5. The development shall maintain compliance with all Federal, State and Local regulations; including, but not necessarily limited to, all applicable standards and regulations of the City of Waxahachie Municipal Code and City of Waxahachie Zoning Ordinance.
6. Any zoning, land use requirement, or restriction not contained within this Zoning Ordinance (Ordinance No. **TBD**) or the Development Agreement, shall conform to those requirements and/or standards prescribed in Exhibit B – Site Plan, and Exhibit C – Landscape Plan. Where regulations are not specified in Exhibit B, in this Zoning Ordinance (Ordinance No. **TBD**) or the Development Agreement, the regulations of the General Retail (GR) zoning district and the City of Waxahachie Zoning Ordinance shall apply to this development.
7. The City Council shall have the right to review the Specific Use Permit at any point, if needed.
8. The property owner and/or applicant shall adhere to the Waxahachie Zoning Ordinance.
9. The property owner shall provide a permanent irrigation system for all required landscape areas shown on the Landscape Plan and maintain the required landscaping at all times.
10. The property owner shall obtain all necessary permits from the City of Waxahachie Building & Community Services Department prior to opening the business on the subject property.
11. The property owner will replace any landscaping lost in future expansions by TxDOT or the City of Waxahachie.

(11)

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; however, each new owner shall obtain a new Certificate of Occupancy.
4. The Certificate of Occupancy shall note the existence of this Specific Use Permit by its number and title.

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

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

PASSED, APPROVED AND ADOPTED on this 5th day of October, 2026.

MAYOR

ATTEST:

City Secretary

(11)



(11)

EXHIBIT B

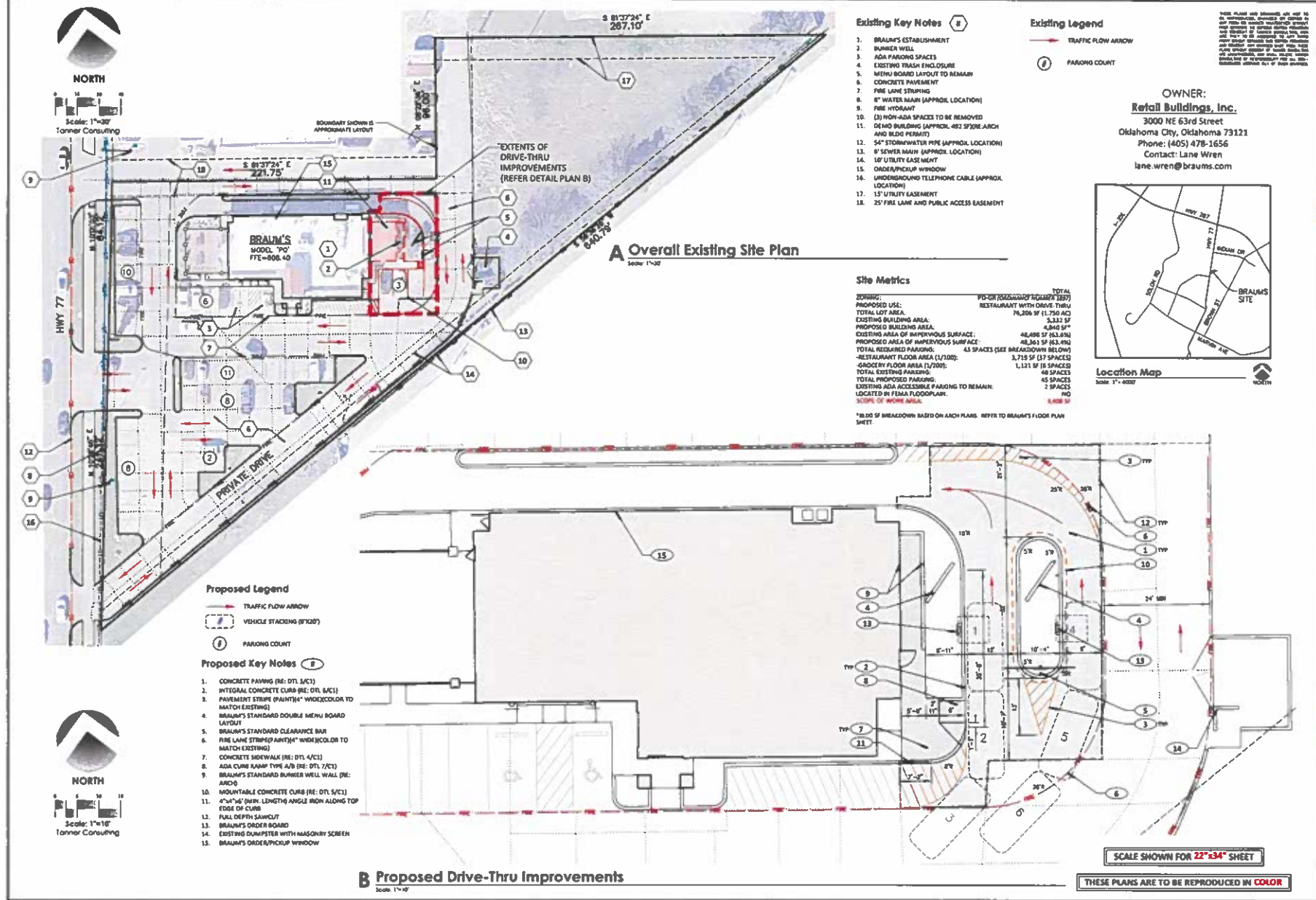
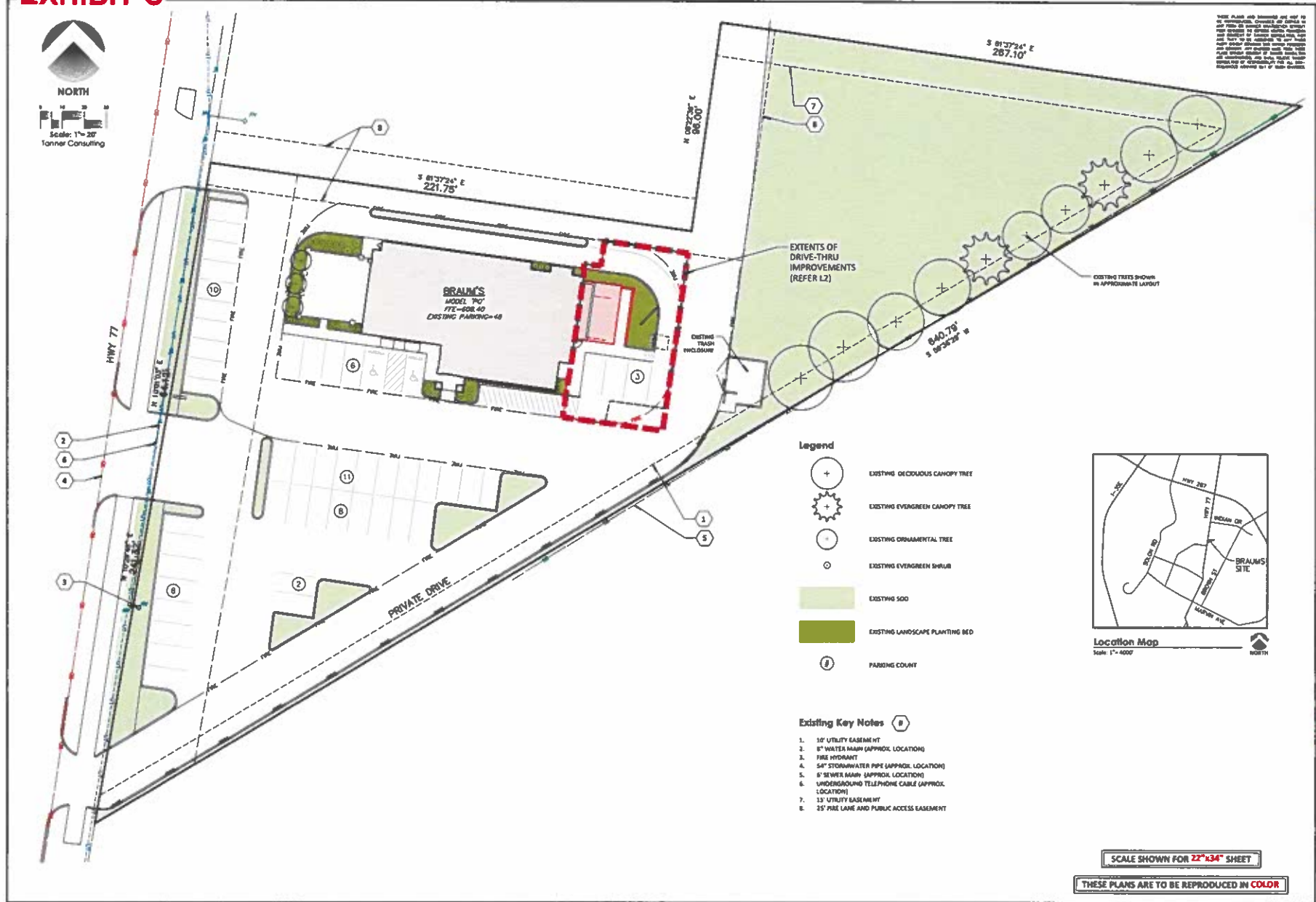
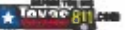


EXHIBIT C

2/25/2009



CVS (MAGNETRON 1:1 AND SUPER 100,
1 AND 1/2" ARE 100% METAL 1:1 PLATING)
1025 SOUTH LEWIS AVENUE
FLORIDA OLANOVIA 34226-0000
PHONE: 916-748-9529
www.kovarsmithing.com
TOWNS CERTIFICATION OF
AUTHENTICITY
NO. 001921 EXP. 06/15/2027



milestone	date
REP 30 REPORTAL	7/20/20
REP 60 REPORTAL	6/25/20

PLUT DATE: 8/25/79

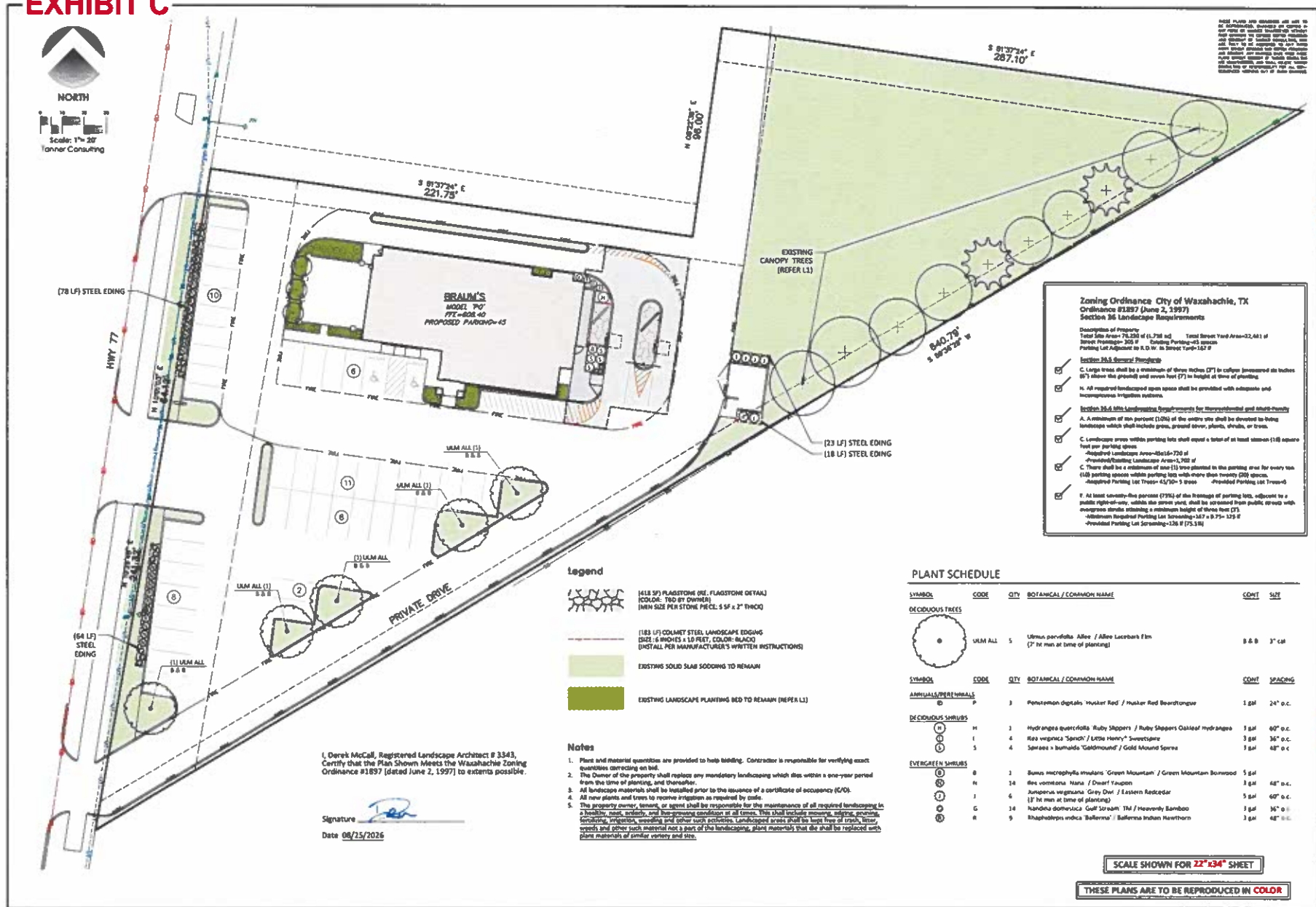
Braum's #139
Civil Remodel Plans
504 N Hwy 77
Waxahachie, Texas



PROJECT: 19144
 BUILT DATE: 05/13/2026
 SUBDIVISION: Browns Addn
 Lot 1
 Zoning: PD-QR
 City/County: Waukegan/Ella

**Existing
Landscape
Plan**

L1



6/25/2026



2014年12月12日，2014年度股东大会，
2014年12月12日，2014年度股东大会，

1475 SOUTH LIVINGSTONE
P.O. BOX 10000
CHICAGO, ILL. 60628

TEMA CERTIFICATION OF
AUTHORISATION

Tovar



QUESTION	DATE
SP 3rd SUBSTITU	7/20/20

SP 40 INDUSTRIAL 4/28/70

DATE FILED: 6/20/06

FILED 08/29/20

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13 Plan Text

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1 **PRODUCED BY**
WILLIAM ZWISLOCK

[illegible]

DATE: 05/19/2028
ADDRESS: Brauma Addn

City/County: Wexham/Ele

Proposed

landscape
plan

12

42

Planning & Zoning Department (12)

Zoning Staff Report

Case: ZDC-117-2026



MEETING DATE(S)

Planning & Zoning Commission: September 29, 2026
City Council: October 5, 2026

CAPTION

Public Hearing on a request by Kevin McIntosh, Bomac Wax Investments, LLC (aka Trinity Partners), for a **Specific Use Permit (SUP)** for a **Unified Lot Sign** use within a Planned Development-42-C (PD-42-C) zoning district, located directly south of 1650 N US Highway 77 (Property IDs: 316822, 316823, 316824, 316825, 316826, and 316827) – Owner: Bomac Wax Investments LLC (ZDC-117-2025)

RECOMMENDED MOTION

"I move to recommend approval of ZDC-117-2026, a Unified Lot Sign for the Plaza at Bessie Coleman, subject to the conditions the staff report."

APPLICANT REQUEST

The applicant requests approval of a Specific Use Permit to allow for the construction of a Unified Lot Sign for the Plaza at Bessie Coleman multi-tenant shopping center.

CASE INFORMATION

Applicant: Kevin McIntosh, Trinity Partners
Property Owner(s): Bomac Wax Investments LLC
Site Acreage: Approximately 8.53 acres
Current Zoning: Planned Development-Commercial (PD-42-C) – Ord. 1528, and Specific Use Permit (SUP) Ord. 3632
Requested Zoning: Amend SUP Ord. 3632 for additional wall signage.

SUBJECT PROPERTY

General Location: Directly south of 1650 N US Highway 77
Parcel ID Number(s): 316822, 316823, 316824, 316825, 316826, and 316827
Existing Use: Multi-tenant shopping center (under construction)
Adjoining Zoning & Uses:

Direction	Zoning	Current Use
North	PD-42-C	Academy, Raising Canes
East	PD-64-SF-3	Country Meadows Subdivision
South	PD-1-C & PD-42-C	Belk, Boot Barn, Ellis County Music Center
West	O & GR w/ SUP	Waxahachie YMCA, Expedient Urgent Care

Future Land Use Plan: Local Commercial & Residential Neighborhood

Comprehensive Plan: Placetype: Local Commercial

- Purpose & Uses: Preserves key business corridors with shopping centers, restaurants, grocery stores, offices, and personal services.
- Scale: Mid-sized commercial (larger than neighborhood shops, smaller than regional centers), featuring single buildings or multi-pad clusters centered around an anchor tenant.
- Location: Positioned along or at the intersections of major thoroughfares.
- Design & Pedestrian Access: Buildings must connect via sidewalks for easy walking. Developments with multiple pad sites are encouraged to include a shared plaza or park.

Placetype: Residential Neighborhood

- Purpose & Layout: Creates walkable, connected neighborhoods built on a traditional street and block grid.
- Neighborhood Commercial: Allows small, context-appropriate businesses—such as pop-up shops or homes converted into storefronts—that blend into the neighborhood.

Thoroughfare Plan: The subject property is accessible via Bessie Coleman Blvd only.

Site Image:



PLANNING ANALYSIS

Purpose of Request:

The applicant requests approval of an amendment to a Specific Use Permit to allow for additional wall signage. The Waxahachie Zoning Ordinance only allows for a maximum of four wall signs per building,

this conflicts with the needs of a multi-tenant shopping center, such as when a building has three tenants and all four walls are in public view. (12)

Proposed Use:

The subject property is currently situated in a Planned Development-42-Commercial (PD-42-C) zoning district. In 2025 the City approved a Site Plan for the development of the Plaza at Bessie Coleman; which is anchored by Sprouts Farmers Market and includes 3 additional multi-tenant retail buildings; an SUP for a Unified Lot Sign Plan was later approved. The proposed amendment to the SUP will provide greater opportunity for the tenants to have adequate wall signage.

PUBLIC NOTIFICATIONS

To comply with State law contained in Local Government Code Chapter 211 and the City's public hearing notice requirements, 18 notices were mailed to property owners within 200 feet of the request. In addition, a notice was published in the Waxahachie Sun and a sign was visibly posted at the property.

PUBLIC NOTIFICATION RESPONSES

Staff has received zero (0) letters of support and zero (0) letters of opposition for the PD request.

RECOMMENDATION

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

Conditions:

1. City Council shall have the right to review the Specific Use Permit at any point, if needed.

ATTACHED EXHIBITS

1. Draft Ordinance

STAFF CONTACT INFORMATION

Prepared by:

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Reviewed by:

Trenton Robertson, AICP
Director of Planning
trenton.robertson@waxahachie.com

ORDINANCE NO. _____

AN AMENDMENT TO ORDINANCE 3632 AUTHORIZING A SPECIFIC USE PERMIT (SUP) TO PERMIT A UNIFIED LOT SIGN USE WITHIN A PLANNED DEVELOPMENT-42-COMMERCIAL (PD-42-C) ZONING DISTRICT, LOCATED DIRECTLY SOUTH OF 1650 N US HIGHWAY 77, BEING PROPERTY IDS 316822, 316823, 316824, 316825, 31826, AND 316827 IN THE CITY OF WAXAHACHIE, ELLIS COUNTY, TEXAS, AND ORDERING THE CHANGING OF THE ZONING MAP THEREOF IN ACCORDANCE WITH SAID CHANGE.

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

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

WHEREAS, the described property is classified in said ordinance and any amendments thereto as PD-42-C; 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-117-2026. 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 PD-42-C to PD-42-C, with a SUP in order to permit a Unified Lot Sign use on the following property: Property IDs 316822, 316823, 316824, 316825, 316826, and 316827 which is shown on Exhibit A, in accordance with the Sign Plan attached as Exhibit B.

SPECIFIC USE PERMIT

SECTION 1.

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.

SECTION 2.

Specific Use Permit

FOR OPERATION OF A SPECIFIC USE PERMIT FOR A UNIFIED LOT SIGN USE WITHIN A PLANNED DEVELOPMENT-42-COMERCIAL (PD-42-C) 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-117-2026.
2. The development shall adhere to the City Council approved in Exhibit A- Location Map and Exhibit B – Sign Plan.
3. Wall Signs for the development shall be permitted in accordance with the Signage Site Plan (Exhibit B) and the following standards:
 - a. Maximum Sign Quantities:
 - i. Building A: A maximum of eight (8) wall signs.
 - ii. Building B: A maximum of six (6) wall signs.
 - iii. Building C: A maximum of six (6) wall signs.
 - iv. Building Z: A maximum of four (4) wall signs.
 - v. Grocery Store: A maximum of four (4) wall signs.
 - b. Eligible Building Façades and Area Calculation:
 - i. Wall signs shall be restricted solely to the building walls/elevations designated in green on Exhibit B.
 - ii. For the purpose of calculating allowable wall sign area, each building wall designated in green on Exhibit B shall be deemed an eligible building frontage.
 - iii. Sign area per wall shall not exceed one (1) square foot of sign area per linear foot of building wall frontage (or individual lease space wall frontage for multi-tenant spaces) along that specific eligible elevation, up to a maximum of two hundred fifty (250) square feet per sign/façade. Notwithstanding the foregoing, individual lease spaces in Building A shall be permitted a minimum wall sign area of up to forty (40) square feet on an eligible façade, regardless of whether the lease space frontage is less than forty (40) linear feet. Sign area allocations cannot be transferred between different building elevations.
 - c. Multi-Tenant Building, Wall Sign Allocations:
 - i. Each individual tenant lease space in a multi-tenant building shall be permitted a maximum of one (1) wall sign per eligible building elevation (designated in green on Exhibit B) that the tenant space directly abuts (the designated green line).
 - ii. Under no circumstance shall any individual tenant space exceed one (1) wall sign per eligible façade, nor shall sign area calculated from one elevation be transferred to another elevation.
4. 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.

5. The development shall maintain compliance with all Federal, State and Local regulations; including, but not necessarily limited to, all applicable standards and regulations of the City of Waxahachie Municipal Code and City of Waxahachie Zoning Ordinance.
6. Any zoning, land use requirement, or restriction not contained within this Zoning Ordinance (Ordinance No. ____) or the Development Agreement, shall conform to those requirements and/or standards prescribed in Exhibit B – Sign Plan. Where regulations are not specified in Exhibit B in this Zoning Ordinance (Ordinance No. ____) or the Development Agreement, the regulations of the Planned Development-42-Commercial (PD-42-C) zoning district and the City of Waxahachie Zoning Ordinance shall apply to this development.
7. 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; however, each new owner shall obtain a new.

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.

(13)

PASSED, APPROVED AND ADOPTED on this 5th day of October, 2026.

MAYOR

ATTEST:

City Secretary

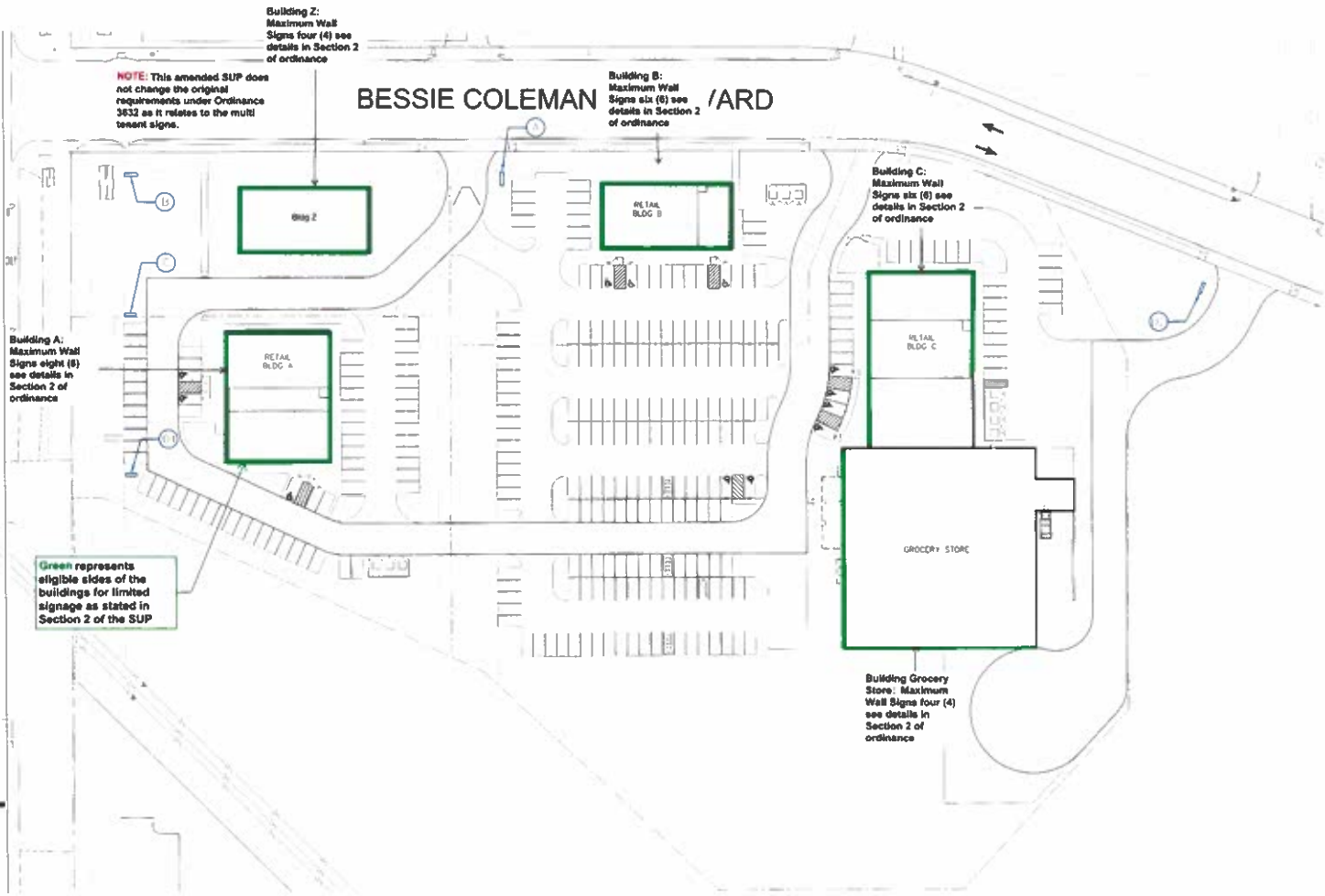
(13)



(13)

EXHIBIT B - LOCATION MAP

STATE HIGHWAY 77



1 SIGNAGE SITE PLAN
SCALE: NTS

PRELIMINARY
NOT TO BE USED
FOR
REGULATORY
APPROVAL,
PERMITTING OR
CONSTRUCTION

FRANZ
architects
P.C.
10000 Northwest Parkway
Dallas, Texas 75242
972.462.1234

SHELL BUILDINGS
TBD HWY 77 & BESSIE COLEMAN
WAXAHACHIE, TX

Project No. 2020-001
Revision No. 01
Date: 01/15/2021
Drawn By: J. Smith
Checked By: J. Smith

SG-1

Planning & Zoning Department Zoning Staff Report

(14)

Case: ZDC-54-2026



MEETING DATE(S)

Planning & Zoning Commission:

August 25, 2026

City Council:

September 21, 2026

CAPTION

Public Hearing on a request by Patrick McGee, HighPark Capital, LLC for a **Zoning Change** from a Commercial Zoning District to a **Planned Development-Multi-Family-2 (PD-MF-2)** zoning district, located at 1761 N US Highway 77 (Property ID 186874) – Owner(s): Ferris Avenue Baptist Church DBA The Avenue (ZDC-54-2026)

RECOMMENDED MOTION

"I move to approve ZDC-54-2026, a Zoning Change request from a Commercial Zoning District to a Planned Development-Multi-Family-2 (PD-MF-2), subject to the conditions of 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 August 25, 2026, the Commission voted 5-0 to recommend approval of case number ZDC-54-2026, subject to the conditions of the staff report.

APPLICANT REQUEST

The Applicant requests to rezone the subject property to allow for the development of The Avenue Apartments, a multi-family development comprised of 314 apartment units.

CASE INFORMATION

Applicant:	Patrick McGee, HighPark Capital, LLC
Property Owner(s):	Ferris Avenue Baptist Church DBA The Avenue
Site Acreage:	12.642 acres
Current Zoning:	Commercial (C)
Requested Zoning:	Planned Development-Multi-Family-2 (PD-MF-2)

SUBJECT PROPERTY

General Location:	1761 N US Highway 77
Parcel ID Number(s):	186874
Existing Use:	The subject property is currently undeveloped
Development History:	The subject property is not currently platted

(14)

Adjoining Zoning & Uses:

Direction	Zoning	Current Use
North	LI-1	Vacant
East	C	Church
South	PD-NS/O	Retail
West	C	Medical Office

Future Land Use Plan:

Urban Village

Comprehensive Plan:

An urban village is intended to be a bustling center of activity with active streets and a focus on the pedestrian. Filled with high-yield development, it is also one of the most fiscally resilient placetypes and in the right proportion can subsidize low-value development patterns. Streets are narrow with on-street parking making the streetscape comfortable for people who inhabit and patronize the homes and businesses here. When uses which require large amounts of parking are built, parking is hidden with continuous building frontage.

Throughfare Plan:

The primary access to the subject property will be from YMCA Drive and Market Place Blvd

Site Aerial:



PLANNING ANALYSIS

The Applicant proposes to rezone the subject property to allow for the development of three (3) four-story multi-family buildings consisting of a total of 314 apartment units. The units range from 196 one-bedroom units & 118 two-bedroom units with a gross density of 24.84 units per acre. It should be clearly understood that all three proposed buildings will be located on one single platted lot, and the applicant intends to lease each individual unit. Despite the current zoning of Commercial (C), which does not allow multi-family developments by right, the future land use plan Placetype of "Urban Village" of the 2023 Waxahachie Comprehensive Plan is consistent with this specific type of residential development recommended for this area as it is centered around walkability and is pedestrian focused.

(14)

Proposed Use & Site Design:

The applicant has provided a Site Plan for the subject property, which is designed for a total of three (3) four-story multi-family buildings, fully enclosed attached & detached parking garages, carports, a trail connection, and other associated amenities. The site plan is proposed to be developed in seven (7) phases, as shown in the Phasing Plan (Exhibit G) consistent with the applicant's Development Standards (Exhibit E). The specific sequencing of the proposal is as follows:

- Phase 1 – Clubhouse, entry drive, dog park, trash compactor, and adjacent fire lanes.
- Phase 2 – North section of Building 1-A, pool and amenity courtyard, adjacent fire lanes, Carports C1 & C2, and Detached Garages G1 and G2.
- Phase 3 – South section of Building 1-A, rear and side fire lanes, Carports C11 and C12, and Detached Garages G8 & G9.
- Phase 4 – Fire lanes north of Building 1-A and Detached Garages G3 & G4.
- Phase 5 – Building C-3, pickleball court, adjacent fire lanes, and Carports C3 & C5.
- Phase 6 – North section of Building 2-B, adjacent fire lanes, putting green courtyard, Carports C4, C6, C7, & C8, and Detached Garage G5.
- Phase 7 – South section of Building 2-B, adjacent fire lanes, exit drive and turnaround for the proposed YMCA Drive Extension, Carports C9 & C10, and Detached Garages G6 & G7.

Staff note: engineering design standards and fire codes are not waived by any adopted PD.

All three proposed structures will be located on one (1) platted lot and are not proposed to be individually platted. Access has been designed to account for future right-of-way dedication adjacent to the southern and eastern side of the property. The site has also been generally designed to meet the minimum setback requirements of the Multi-Family-2 (MF-2) zoning district; which is the base zoning for this Planned Development request. However, the applicant is requesting to deviate from the base zoning requirement to allow for a 25' rear setback instead of a 75' for this development. Dumpsters will be properly screened and landscaping has been spaced throughout the proposed development, as required by the Waxahachie Zoning Ordinance. In addition to the proposed trail connection, the applicant is proposing to install a 5' wide concrete pedestrian sidewalks throughout the property and along all three main structures to encourage walkability from all areas of the subject property.

The Site Plan has also been designed to account for future right-of-way (ROW) dedication for an extension of YMCA Drive & Marketplace Boulevard, each of which will be 60' wide.

PROPOSED PD DEVELOPMENT STANDARDS

The following table identifies the development standard requirements in the base MF-2 zoning district in comparison to the proposed development standards for this PD. **Items highlighted in **bold** indicate a deviation from the base Multi Family-2 (MF-2) requirements.*

<u>Standard</u>	<u>Base MF-2</u>	<u>Proposed PD</u>
Height	3 stories for the main building(s)	4 stories for the main building(s)
Dwelling Units Per Acre (DUA)	18 DUA	24.84 DUA
Maximum Height	3 stories	4 stories
Minimum Dwelling Size	800 SF (3-bedroom units)	800 SF (1-2-bedroom units)
Minimum Utility Easement	15'	15'

Minimum Front Yard Setback	25' up to 100'	25'
Minimum Side Yard Setback	25' up to 100'	25'
Minimum Rear Yard Setback	75'	25'
Parking Regulations	Minimum of 1.5 for 1–2-bedroom units and 2.5 for 3+ bedroom units. (12 spaces total with a minimum of 5 attached garage spaces.)	Minimum of one and-a-half (1.5) off-street parking spaces per unit (covered or uncovered) with a minimum of 72 carports, 72 detached garages, and 23 attached garage spaces
Screening	6' masonry wall directly adjacent to Single Family and Non-Residential zoning districts.	6' masonry wall directly adjacent to Single Family and Non-Residential zoning districts.

Parking:

The applicant proposed to exceed the minimum parking requirement for the total amount of spaces for this proposal. A total of 471 parking spaces are required for the development based on the unit count, of which a minimum of 236 spaces are required to be provided as an attached garage parking space. The proposal includes a total of 472 parking spaces; which are comprised of 72 detached garages, 23 attached garage spaces, 72 carport spaces, and 305 surface spaces; with an overall percentage total of 35% covered parking. This is a deviation from the base zoning of MF-2, and this deviation is part of the applicant's overall Planned Development request.

<u>Categories</u>	<u>Base MF-2 Minimum Required Parking</u>	<u>Provided Parking</u>
Total Parking	471	472
One-half of the minimum required parking shall be provided in attached fully enclosed parking garages	235.5 (50%)	23 (5%)
Detached Garage Spaces	N/A	72 (15%)
Covered Carports	N/A	72 (15%)
Surface Spaces	235.5 (50%)	305 (65%)

Elevation/Façade Plan:

The applicant has provided an Elevation/Façade Plan (Exhibit B) for the proposed development. The primary exterior construction materials proposed for this development feature a combination of brick, stone, stucco, and fiber cement siding. All three (3) proposed buildings will feature the same overall design, including color scheme. The proposed structures will feature a flat roof design with a TPO membrane, which provides a more modern residential aesthetic that is not uncommon amongst many new multi-developments throughout the region. The building roof itself shall be screened by the parapet walls as shown in the Exhibit B. However, not all three buildings are configured uniformly, as building(s) 1-A & 2-B are "u-shaped" with each ranging from 38,358-38,707 square feet in total floor area. Whereas building 3-C is a general mid-rise structure that is 24,079 square feet in floor area. All proposed structures meet the minimum articulation and design element requirements of the Waxahachie Zoning Ordinance. Exhibit B, along with the image(s) below, can be referenced for additional detail regarding the proposed elevations.



Access & Traffic:

The applicant is proposing two (2) points of access for the proposed development. One (1) point of access will be from a YMCA drive extension and two (2) from a proposed Marketplace Boulevard extension, both of which are to be public streets. Both of these points of access will be dedicated via a plat for the subject property. The proposed development also contains a form of access control, which includes a gated primary entry with a call box system. Additionally, the applicant is proposing a walking-trail connection to the YMCA trail to encourage walkability. This trail connection would contain two (2) pedestrian access gates that are each accessible via a 5' concrete sidewalk inside the subject property. This connection will provide an access point into an offsite trail network which encourages walkability to the surrounding community.

Landscaping:

The applicant has provided a Landscape Plan (Exhibit D) that identifies the proposed landscaping for the site. The proposed landscaping does meet the minimum requirements of the Waxahachie Zoning Ordinance. Per the Development Standards provided by the applicant, the property owner shall provide a permanent irrigation system for all required landscape areas and shall maintain the required landscaping at all times.

Amenities & Open Space:

The applicant proposes to incorporate resident amenities and open space throughout the proposed development, as required by Section 5.05 of the Waxahachie Zoning Ordinance; which requires a minimum of four (4) amenities for each phase of the development. Specific amenities include a clubhouse, fitness center, recovery spa with a sauna and cold plunge, community room with demo kitchen, resident co-working space, resort-style swimming pool with cabana, walking trail connecting to existing area trail network, pickleball court, putting green, biergarten/al fresco dining area, pavilion, cornhole and lawn games area, dog park with separate small and large dog sections, 44 private pet yards, and BBQ grills and outdoor cooking stations. The locations and further details of the proposed amenities are shown in Exhibit D below.

Screening:

The applicant is not proposing a screening wall at this time as the adjacent property if commercial will be required to install the screening wall at that time. All dumpster enclosures will be screened from public view with a masonry screening wall and metal gates, which will be consistent with the City of Waxahachie's Zoning Ordinance.

Signage:

Signage for the proposed project will adhere to the signage requirements set forth in Section 5.08 of the Waxahachie Zoning Ordinance.

Lighting:

The applicant has provided a Photometric Plan (attached as Exhibit F) for the proposed development that demonstrates compliance with the Waxahachie Lighting & Glare Standards. All light fixtures are proposed to be shielded and directed downwards to eliminate light trespass and glare onto adjacent residential property. All proposed light fixtures are restricted to a maximum height of 20'.

Additional Variance Requests

In addition to the *Proposed PD Development Standards*, per the applicant's development standards, in lieu of locating all units within 250 feet of a refuse facility; a valet trash service is being proposed as it will provide a trash collection service for each unit. Collection will occur multiple days per week on a consistent schedule, and trash will be consolidated in a single trash compactor on site. This trash compact will be screened on three sides in accordance with the City of Waxahachie's Zoning Ordinance.

PUBLIC NOTIFICATIONS

In accordance with Chapter 211 of the Texas Local Government Code and the City's public hearing notification requirements, 31 notices were mailed to property owners located within 200 feet of the subject property. In addition, notice of the public hearing was published in the Waxahachie Sun, and a sign was posted in a visible location on the subject property. At the time of publication, staff received zero (0) letters in support of the request and zero (0) letter expressing concerns regarding the Planned Development (PD) request without indicating either support or opposition. Staff will update should this change.

RECOMMENDATION

Based on the information provided in this Staff Report and the materials submitted in support of the request, the Planning Department recommends approval of the Planned Development request, subject to the conditions listed below.

Conditions:

1. A mutually agreed upon Development Agreement requiring adherence to the proposed Planned Development shall be executed between the property owners & the City within 30-days of zoning approval.
2. The property is required to be platted for the issuance of subsequent building permits.
3. All materials, locations of materials, and percentage of materials for the building(s) shall be consistent with the Elevation/Façade Plan (Exhibit B).
4. The owner shall provide a permanent irrigation system for all required landscape areas shown Exhibit D – Landscape Plan and maintain the required landscaping at all times.
5. All development within the subject property will be subject to obtaining building permits from the City in accordance with the City's applicable rules and regulations governing such permits.

ATTACHED EXHIBITS

1. Development Agreement/PD Ordinance
2. Exhibit A – Location Map
3. Exhibit B – Elevation/Façade Plan
4. Exhibit C – Site Plan
5. Exhibit D – Landscape Plan
6. Exhibit E – Development Standards
7. Exhibit F – Photometric Plan
8. Exhibit G – Phasing Plan
9. Exhibit H -- Preliminary Utility Plan

STAFF CONTACT INFORMATION***Prepared by:***

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Planner

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Trenton Robertson, AICP

Director of Planning

trobertson@waxahachietx.gov

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING A ZONING CHANGE FROM A COMMERCIAL (C) ZONING DISTRICT TO A PLANNED DEVELOPMENT-MULTI-FAMILY-2 (PD-MF-2) LOCATED AT 1761 NORTH US HIGHWAY 77 IN THE CITY OF WAXAHACHIE, ELLIS COUNTY, TEXAS, BEING 16.642 ACRES KNOWN AS PROPERTY ID 186874 AND PROVIDING FOR SPECIAL CONDITIONS AND RESTRICTIONS; PROVIDING A CONFLICTS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY CLAUSE NOT TO EXCEED \$2,000 FOR EACH OFFENSE; PROVIDING FOR AN EFFECTIVE DATE; AND ORDERING THE CHANGING OF THE CITY'S OFFICIAL ZONING MAP.

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

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

WHEREAS, a proper application for a Zoning Change has been made in accordance with the zoning ordinances in the City of Waxahachie and said application has been assigned case number ZDC-54-2026. Said application, having been referred to the Planning and Zoning (P&Z) Commission for their final report, was recommended by the P&Z Commission for zoning change approval of the subject property from C to PD-MF-2; and

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

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

NOW, THEREFORE, this property is rezoned from C to PD-MF-2 in order to facilitate development of the subject property in a manner that allows 314 multi-family units on the following property: Property ID 186874, which is shown on Exhibit A, in accordance with the Elevation/Façade Plan attached as Exhibit B, the Site Plan attached as Exhibit C, the Landscape Plan attached as Exhibit D, the Development Standards attached as Exhibit E, the Photometric Plan attached as Exhibit F, the Phasing Plan attached as Exhibit G, and the Preliminary Utility Plan attached as Exhibit H.

SECTION 1.

PLANNED DEVELOPMENT

Purpose and Intent

The purpose of this planned development is to allow for the development of 314 multi-family units, and to establish appropriate restrictions and development controls necessary to ensure predictable land development, safe and efficient vehicular and pedestrian circulation, compatible uses of land and compliance with appropriate design standards.

SECTION 2.

Development Standards

All development on land located within the boundaries of this Planned Development District shall adhere to the rules and regulations set forth in this ordinance. The locations of buildings, private streets, and utility infrastructure shall substantially conform to the locations shown on the approved Site Plan (Exhibit C).

Development Regulations

1. A mutually agreed upon Development Agreement shall be required for the property.
2. The development shall conform as approved by the City Council under case number ZDC-54-2026.
3. The development shall adhere to the City Council approved in Exhibit A- Location Map, Exhibit B – Elevation/Façade Plan, Exhibit C – Site Plan, Exhibit D – Landscape Plan, Exhibit E – Development Standards, Exhibit F – Photometric Plan, Exhibit G – Phasing Plan, and Exhibit H – Preliminary Utility Plan
4. The property shall be platted prior to the issuance of a building permit.
5. All materials, location of materials, and percentage of materials for the building shall be consistent with the Elevation/Façade Plan (Exhibit B).
6. The owner shall provide a permanent irrigation system for all required landscape areas shown on Exhibit D - Landscape Plan and maintain the required landscaping at all times.
7. The Owner shall conduct a fire flow test and engineering analysis in the area around the subject property to 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 as required by the City Engineer, are required to be conducted prior to platting of the property.
8. No plat, site plan, or building permit shall be approved or issued until a mutually agreed upon Development Agreement has been fully executed by the Owner/Developer. Failure to execute said agreement within ninety (90) days shall render this approval subject to City Council initiation of rezoning proceedings.

9. 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.
10. 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.

SECTION 3. CONFLICTS CLAUSE.

To the extent of any irreconcilable conflict between the provisions of this Ordinance and other ordinances of the City of Waxahachie governing the use and development of the Property that are not expressly amended by this Ordinance, the provisions of this Ordinance shall control.

SECTION 4. SEVERABILITY CLAUSE.

Should any word, sentence, paragraph, subdivision, clause, phrase, or section of this Ordinance, or of the City of Waxahachie Zoning Ordinance as amended hereby, be adjudged or held to be void, illegal, or unconstitutional by a court of competent jurisdiction, the same shall not affect the validity of the remaining portions of this Ordinance or the City of Waxahachie Zoning Ordinance, which shall remain in full force and effect.

SECTION 5. SAVINGS CLAUSE.

An offense committed before the effective date of this Ordinance is governed by prior law and the provisions of the City of Waxahachie Zoning Ordinance, as amended, in effect when the offense was committed, and the former law is continued in effect for this purpose.

SECTION 6. PENALTY.

Any person violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined in a sum not to exceed Two Thousand Dollars (\$2,000) and a separate offense shall be deemed committed upon each day during or on which a violation occurs or continues.

SECTION 7. EFFECTIVE DATE.

This Ordinance shall become effective from and after the date of its passage and final publication in accordance with the Charter of the City of Waxahachie and/or applicable state law and it is accordingly so ordained.

PASSED, APPROVED AND ADOPTED on this 21st day of September, 2026.

(15)

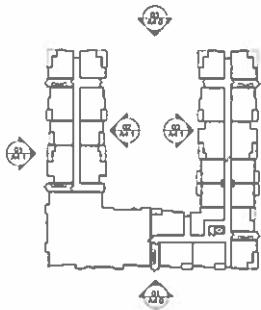
MAYOR

ATTEST:

City Secretary

(15)



EXHIBIT B

04 ELEVATION KEY PLAN
SCALE: 1/8" = 1'-0"



03 BUILDING 'A' REAR ELEVATION
SCALE: 1/8" = 1'-0" 1 REQUIRED @ BUILDING



02 BUILDING 'A' RIGHT ELEVATION
SCALE: 1/8" = 1'-0" 1 REQUIRED @ BUILDING 1



01 BUILDING 'A' FRONT ELEVATION
SCALE: 1/8" = 1'-0" 1 REQUIRED @ BUILDING 1

06.12.2026

**PRELIMINARY
DRAWINGS**



ARCHITECT:
CROSS ARCHITECTS, PLLC
879 JUNCTION DRIVE
ALLEN, TEXAS 75013
P: 972.398.6644
WWW.CROSSARCHITECTS.COM

THE AVENUE
WAXAHACHIE, TEXAS

DATE 08.12.2026

PROJECT NUMBER

25097

REVISIONS

NO DATE

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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Title

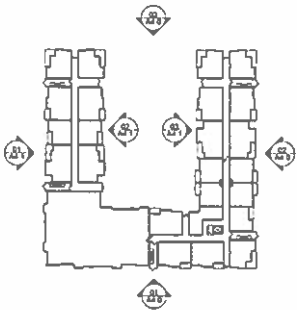
BUILDING 'A'
EXTERIOR

ELEVATIONS

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(15)

EXHIBIT B



04 ELEVATION KEY PLAN
SCALE: 1/8" = 1'-0"



03 BUILDING 'A' LEFT COURTYARD ELEVATION
SCALE: 1/8" = 1'-0" 1 REQUIRED @ BUILDING 1



02 BUILDING 'A' RIGHT COURTYARD ELEVATION
SCALE: 1/8" = 1'-0" 1 REQUIRED @ BUILDING 1



01 BUILDING 'A' LEFT ELEVATION
SCALE: 1/8" = 1'-0" 1 REQUIRED @ BUILDING 1

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THE AVENUE
WAXAHACHIE, TEXAS

DATE

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25097

REVISIONS

NO. DATE

REVIEW FOR

REVIEW

DATE: 10/20/2024

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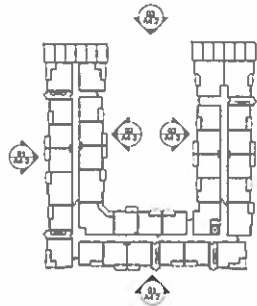
BUILDING 'A'

ELEVATIONS

001780-01 6/26/24

EXHIBIT B

(15)



04 ELEVATION KEY PLAN
SCALE: 1/8" = 1'-0"



03 BUILDING 'B' REAR ELEVATION
SCALE: 1/8" = 1'-0"
1 REQUIRED @ BUILDING 2



02 BUILDING 'B' RIGHT ELEVATION
SCALE: 1/8" = 1'-0"
1 REQUIRED @ BUILDING 2



01 BUILDING 'B' FRONT ELEVATION
SCALE: 1/8" = 1'-0"
1 REQUIRED @ BUILDING 2

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25097

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BY: J. KELSO

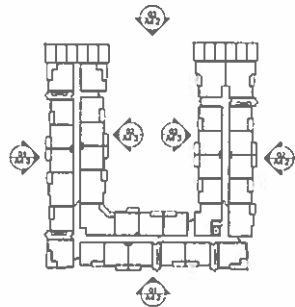
A4.2

BUILDING 'B'
ELEVATIONS

DATE: 06.12.2026

(15)

EXHIBIT B



04 ELEVATION KEY PLAN
SCALE: 1/64" = 1'-0"



LEFT COURTYARD BUILDING 2	100' x 100' FT
BRICK WATERTABLE	100' x 100' FT
BRICK	100' x 100' FT
STONE & BRICK	100' x 100' FT

03 BUILDING 'B' LEFT COURTYARD ELEVATION
SCALE: 1/8" = 1'-0" 1 REQUIRED @ BUILDING 2



RIGHT COURTYARD BUILDING 2	100' x 100' FT
BRICK WATERTABLE	100' x 100' FT
BRICK	100' x 100' FT
STONE & BRICK	100' x 100' FT

02 BUILDING 'B' RIGHT COURTYARD ELEVATION
SCALE: 1/8" = 1'-0" 1 REQUIRED @ BUILDING 2



LEFT BUILDING 2	100' x 100' FT
BRICK WATERTABLE	100' x 100' FT
BRICK	100' x 100' FT
STONE & BRICK	100' x 100' FT

01 BUILDING 'B' LEFT ELEVATION
SCALE: 1/8" = 1'-0" 1 REQUIRED @ BUILDING 2

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REVIEW FOR

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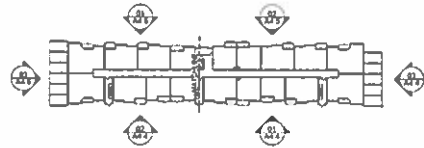
DATE: 06.12.2026

A4.3

BUILDING 'B'
ELEVATIONS

CROSS ARCHITECTS

(15)



04 ELEVATION KEY PLAN
SCALE: 1/8" = 1'-0"



03 BUILDING 'C' RIGHT ELEVATION
SCALE: 1/8" = 1'-0" 1 REQUIRED @ BUILDING 3



02 BUILDING 'C' FRONT ELEVATION
SCALE: 1/8" = 1'-0" 1 REQUIRED @ BUILDING 3



01 BUILDING 'C' FRONT ELEVATION
SCALE: 1/8" = 1'-0" 1 REQUIRED @ BUILDING 3

06.12.2026

PRELIMINARY DRAWINGS

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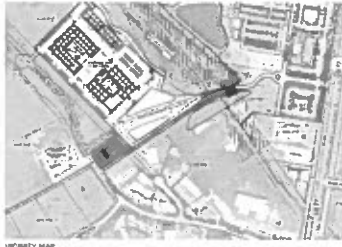
BY: NUMBER A4.4

BUILDING 'C' ELEVATIONS

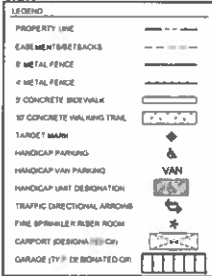
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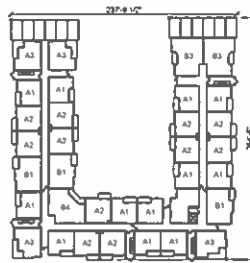
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EXHIBIT C

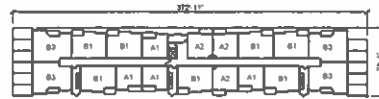
VELOCITY MAP

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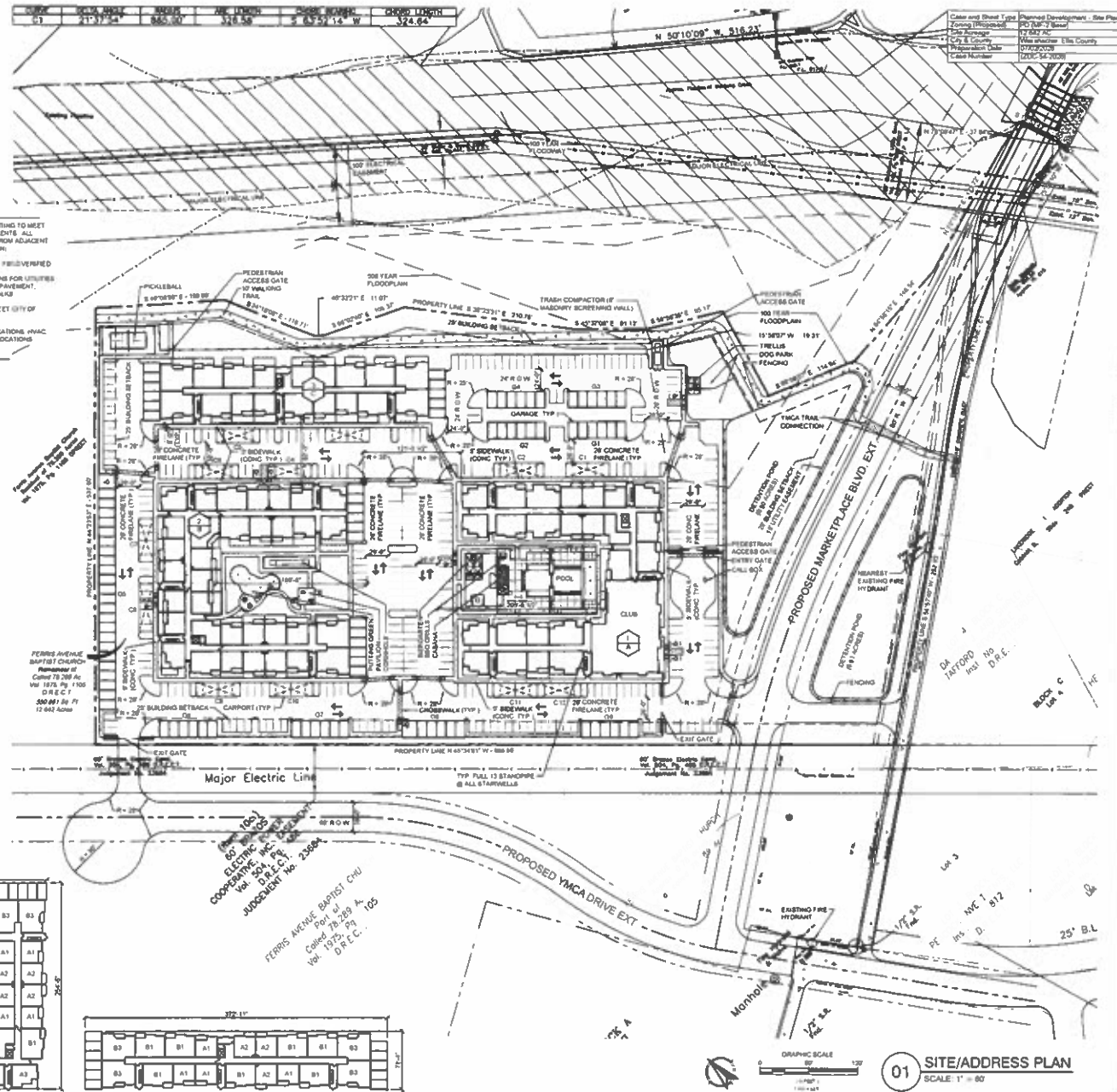
BUILDING A	4-BED CITY
20,304 FLOOR AREA	14'-0"



4-1 STORY



BUILDING C 4-STORY
24 DPF FL COR AREA 44'-0"



06.12.2024

PRELIMINARY DRAWINGS

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THE AVENUE
WAXAHACHIE, TEXAS

DATE 08.12.2026

PROJECT NUMBER

25087

REVISIONS

NO	DATE

[illegible]

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HEMLOCK FOR

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SITE ADDRESS PL

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3016 INFORMATION

LOT AREA 360,348.82 SF (12.832 AC)
BUILDING FLOOR AREA 94,084 SF
PARKING SPACES 172 SPACES

INTERIOR LANDSCAPE AREA

REQUIRED 50% OF BUILDING FLOOR AREA SHALL BE PROVIDED IN PERMANENT LANDSCAPE AREA
 (84 094 1 500 + 17 617 S.F. LANDSCAPE AREA)
 (1) F. CANOPY PER 500 S.F. LANDSCAPE AREA (41 047 500 = 82 CANOPY TREES)
 (2) G. PERMANENT TREES PER 500 S.F. LANDSCAPE AREA (41 047 500 = 10 PERMANENT TREES)
 (3) H. GRASSY PLANT PER 500 S.F. LANDSCAPE AREA (41 047 500 = 828 GRASSY PLANT)
 1% OF LANDSCAPE AREA SHALL BE GROUNDCOVER (41 047 2 100 = 2,107 S.F. GROUNDCOVER)
 2% OF LANDSCAPE AREA SHALL BE SEASONAL COVER (41 047 2 100 = 4,214 S.F. SEASONAL COVER)
 PROVIDED 43 026 S.F. LANDSCAPE AREA
 (86) CANOPY TREES (189) PERMANENT TREES (986) PERUVIS 7 248 S.F. GROUNDCOVER
 7% S. SEASONAL COVER

PARKING LOT LANDSCAPE

REQUIRED 13.5 F - 16.0 F LANDSCAPE AREA PER PARKING SPACE
 (72 X 26 = 13,728 S.F. LANDSCAPE AREA)
 (412 TREES - (10) SHURUB PER 500 S.F. LANDSCAPE AREA (13,216 / 500 = 26.4)
 27 X 2 = 54 TREES + 27 X 10 = 270 SHURUBS
 ALL PARKING SPACES TO BE WITHIN 50 FEET OF TRUNK OF TREE

PROVIDED 14,888 S.F. LANDSCAPE AREA
(54) CANOPY TREES + (300) SHRUBS
ALL PARKING SPACES W/IN 10 FT. OF TRUNK OF TREE

LANDSCAPE SUFFER : STREET FRONTAGE :

REQUIRED 10' BUFFER WITH 1:1 TREES PER 30' F STREET FRONTAGE
PROPOSED MARKET PLACE BLVD (888' L F 30' = 29.6 TREES)
PROPOSED YAMCA DRIVE (758' L F 30' = 25.2 TREES)
(EXTRA TREES PLACED ALONG MARKET PLACE BLVD BUFFER TO FULFILL TOTAL TREE REQ'S)

PROVIDED: 8 BUFFER BEHIND GARAGES; 10 ELSEWHERE W/ (18) TREES ALONG MARKETPLACE BLVD AND 19 TREES ALONG YNCA DRIVE. REMAINING 13 TREES PLACED ELSEWHERE ON SITE DUE TO LIMITED LANDSCAPE BUFFER SPACE.

[illegible]

NOTE

THE PROPERTY OWNER, TENANT OR AGENT SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL REQUIRED LANDSCAPING IN A HEALTHY, NEAT, ORDERLY AND LIKE-GROWING CONDITION AT ALL TIMES. THIS SHALL INCLUDE MOULDING, EDGING, PRUNING, FERTILIZING, IRRIGATION, WEEDING, AND OTHER SUCH ACTIVITIES COMMON TO THE MAINTENANCE OF LANDSCAPING. LANDSCAPED AREAS SHALL BE KEPT FREE OF TRASH, WATER WEEDS, AND OTHER ~~ALL~~ MATERIALS NOT A PART OF THE LANDSCAPING. PLANT MATERIALS THAT ~~THE~~ SHALL BE REPLACED WITH PLANT MATERIALS OF SIMILAR VARIETY AND SIZE.

LANDSCAPE PLAN



☐ 80-13-26 CITY BLINDTAC
☐
☐
☐

☒ 80-13-26 PI in comments
☒ 82-01-26 PI in comments
☒ 85-12-26 PI in comments
☐

CLIENT:
Cross Archibald Pl.
476 Junction Drive
Allen, Texas 75013

THE AVENUE
WAXAHACHIE, TEXAS



MIXED DESIGN GROUP INC
 1735 N. COLLINS BLVD., SUITE 300
 RICHARDSON TX 75081
 RE: (972) 690-7674
 P (972) 690-7674



CITY SUBMITTAL

THE AVENUE

WAXAHACHIE, TEXAS

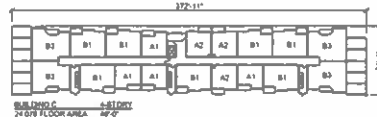
LANDSCAPE PLAN

LP0.01



LEGEND	
PROPERTY LINE	----
RAILROADS/BROOKS	----
4 METAL FENCE	----
4 METAL FENCE	----
9 CONCRETE SIDEWALK	=====
19 CONCRETE WALKING TRAIL	=====
TARGET MARK	
HANDICAP PARKING	
HANDICAP VAN PARKING	
HANDICAP UNIT DESIGNATION	
TRAFFIC DIRECTIONAL ARROWS	
FIRE SPRINKLER RISER ROOM	
CARPPOOL (DESIGNATED CR)	
GARAGE (TYP. DESIGNATED CR)	

SITE DATA TABLE			
LOCATION	1162 AC 3558 R1 E		
LOT AREA	0.2060 AC PD 10P-2 BAZZ.		
ZONING	VACANT		
NEIGHB	BALT/FARMY APARTMENT COMPLEX		
PROPOSED USE			
PROPOSED DATA			
BUILDING 1A			
BUILDING AREA	140 987 73 30 F		
BUILDING HEIGHT	62' 4" (1 STORY) E		
NUMBER OF UNITS	958 UNITS (24 1BR 50 2+BR)		
BUILDING COVERAGE	8.8%		
F & B	27.8%		
BUILDING 2B			
BUILDING AREA	127 527 82 70 F		
BUILDING HEIGHT	68' 10" (2 STORY) E		
NUMBER OF UNITS	181 UNITS (112 1BR 38 2+BR)		
BUILDING COVERAGE	7.8%		
F & B	16.1%		
BUILDING 3C			
BUILDING AREA	88 174 452 5 F		
BUILDING HEIGHT	62' 10" (2 STORY) E		
NUMBER OF UNITS	77 UNITS (25 1BR 46 2+BR)		
BUILDING COVERAGE	4.1%		
F & B	15.1%		
PROPOSED SUMMARY			
REQUIRED	431' SPACE B		
UNCOVERED		MANAGEMENT	USER MANAGEMENT
CANOPY (10%)		20	14
STREET LIGHTS (2%)		12	01
ATTACHED GARAGE (5%)		25	01
CLIMBHOUSE		15	11
TOTAL		115	11
SPACES	247 532 725 50 PY (24 1BR)		
APPROXIMATE	255 1875 675 PY (18 50R)		
APPROXIMATE	255 1875 675 PY (18 50R)		
OTHER SPACE REQUIRED	255 1875 675 PY (18 50R)		



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THE AVENUE
WAXAHACHIE, TEXAS

DATE 08 12 2026

PROJECT NUMBER
25097

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NO DATE

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SITE ADDRESS PLAT

Abstract

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PLANNED DEVELOPMENT STANDARDS

THE AVENUE

Waxahachie, Texas

Section I. Purpose and Intent

The subject property is a tract of land totaling 12.642 acres, being a portion of the property commonly known as 1761 N. Highway 77 in the City of Waxahachie. The property is currently zoned Commercial (C). The applicant is requesting rezoning to Planned Development – Multiple-Family Residential-2 (PD-MF2) to facilitate development of a luxury, market-rate multifamily residential rental community with the entire development on a single lot.

This Planned Development is intended to allow for a high-quality multifamily residential development and to establish appropriate restrictions and development controls necessary to ensure predictable land development, safe and efficient vehicular and pedestrian circulation, and compliance with appropriate design standards. The development aims to serve Waxahachie by providing quality housing options, supporting community-centric lifestyles through superior design and on-site amenities, and upholding high standards of architecture, landscaping, and community design.

Section II. Use or Combination of Uses Proposed

The Planned Development – Multiple-Family Residential-2 (PD-MF2) designation is intended to allow a market-rate multifamily residential community consistent with the MF2 base zoning district. The following uses are proposed and shall be permitted by right within this Planned Development:

Proposed Use	Base Zoning District	Description
Multi-Family Residential	Multiple-Family Residential-2 (MF2)	314-unit apartment community with one- and two-bedroom floor plans.
Residential Amenity Uses	Multiple-Family Residential-2 (MF2)	Clubhouse, leasing office, fitness center, resort-style pool, pickleball courts, dog park, biergarten, putting green, pavilion, cabana, BBQ grills, pet yards, and related accessory uses.

All uses not explicitly listed but consistent with the MF2 zoning district may be allowed subject to City Council approval within this Planned Development framework. Uses requiring a Specific Use Permit (SUP) shall undergo the City's public hearing and permit review process.

Section III. Lot Area and Height Regulations (Width, Depth, Coverage, Yard Depths, and Building Height)

The subject property is currently zoned Commercial (C). The applicant is requesting rezoning to Planned Development – Multiple-Family Residential-2 (PD-MF2) to facilitate development of a 314-unit multifamily residential community. The following chart summarizes the area, height, density, and yard requirements for this Planned Development. Any lot or design aspect not specifically called out shall default to the requirements of the MF2 base zoning district.

Attribute	
Total Site Area	12.642 acres (550,691 sq. ft.)
Total Building Area (Footprint)	Building 1-A: 38,358 sq. ft. footprint Building 2-B: 38,707 sq. ft. footprint Building 3-C: 24,079 sq. ft. footprint
Maximum Lot Coverage	Per MF2 base district – 40% by main & accessory bldgs.
Number of Units	314 units
Unit Mix	196 one-bedroom units; 118 two-bedroom units
Gross Density	24.84 units per acre (PD variance from MF2 base district – see Section IV)
Base Zoning District	PD – MF2 (Multiple-Family Residential-2)
Minimum Front Yard (ft.)	[Per MF2 base district – 25']
Minimum Side Yard (ft.)	[Per MF2 base district – 25']
Minimum Rear Yard (ft.)	[Per MF2 base district – 25']
Maximum Building Height	4 stories or 60'-0" (PD variance from MF2 base district — see Section IV)
Building Setback from Property Line	As shown on Site Plan (Exhibit D) 5' for accessory structures

Total Site Area and Building Coverage

Total Site Area: 12.642 acres (550,691 sq. ft.)

Total Building Footprint Area: 101,114 sq. ft.

Building 1-A: 4-stories, 54'-0" height max.

Building 2-B: 4-stories, 49'-0" height max.

Building 3-C: 4-stories, 49'-0" height max.

Lot coverage (approx. 21.6%) is defined by the footprints of building structures and accessory structures as shown on the Site Plan attached as Exhibit D.

Street Dedication

The development includes the extension of YMCA Drive and Marketplace Boulevard along or adjacent to the subject property. The land required for these public street rights-of-way shall be dedicated to the City of Waxahachie at the time of platting. The developer shall construct said street improvements in accordance with City standards. Final right-of-way widths and alignment shall be determined in coordination with the City Engineer and reflected on the Final Plat.

Section IV. PD Variances from MF2 Base District

The following variances from the MF2 base zoning district standards are requested as part of this Planned Development. All other MF2 standards not specifically modified herein shall apply.

A. Maximum Building Height

The MF2 base district permits a maximum building height of three (3) stories. This Planned Development provides for a maximum building height of four (4) stories to accommodate the proposed residential building design as illustrated in Exhibit B (Elevation/Façade Plan). No PD variance is requested with respect to the number of buildings or overall site configuration.

B. Maximum Building Length

The Planned Development provides for a variance from the maximum building length of 200 feet. This allows for efficient site planning and a connected community with amenity clusters placed in close proximity to large clusters of units. Each building has at least one amenity area immediately outside of it. The proposed building length is also consistent with similar multifamily developments in the area. Reducing the building length would result in a higher number of buildings, which would reduce amenity areas and greenspace, and detract from the architectural aesthetic of the project. A walking trail tying into an offsite trail network traversing the area has been included as an amenity for the project and surrounding community.

C. Parking Configuration

Parking as provided on the Site Plan (Exhibit D) includes the following:

Parking Type	Spaces Provided
Uncovered / Surface	305
Carport (15%)	72
Detached Garage (15%)	72
Attached Garage (5%)	23
Total Provided	472 spaces
Parking Ratio	1.50 spaces per unit

Parking required under MF2 base district standards:

- 1.5 spaces per 1-bedroom unit: $196 \times 1.5 = 294$ spaces
- 1.5 spaces per 2-bedroom unit: $118 \times 1.5 = 177$ spaces
- Total Required: 471 spaces

Total spaces provided (472) exceed the minimum required (471). The parking ratio of 1.50 spaces per unit satisfies the MF2 base district requirement.

Garage parking required under MF2 base district standards:

- One-half of the minimum required off-street spaces shall be provided in attached fully enclosed garages.

Garage spaces provided are, as listed in the table above, 72 detached garage spaces (15%) and 23 attached garage spaces (5%), with an additional 72 spaces being provided as covered carports (15%).

The reason for this variance is to create an enhanced ground floor aesthetic and to provide private pet yards on as many ground floor units as possible. Pet yards are immensely popular and are far more sightly than extended rows of garage door panels. Based on experience, the amount of covered parking being offered is more than adequate to meet demand.

Garages are setback a minimum of three feet from the circulation aisle as opposed to eight feet. A three-foot setback is standard for developments of this type, and increasing it to eight feet would create a larger impervious footprint for the project and reduce usable green space being preserved for amenities and landscaping.

D. Additional Variances

The Planned Development is to utilize a minimum of 60% masonry products on the building exterior walls, including stucco. The project is to use 40% maximum fiber cement siding. Due to the use of wood-look fiber cement siding, the project varies from the base MF district masonry percentage of 90% of the total exterior walls. This variance is necessary to achieve an elevated aesthetic. The design pairs stone and brick with stucco banding, wood-look fiber cement siding, and various building accents to break up the building's massing and achieve visual intrigue that compliments surrounding architecture while utilizing durable materials that will preserve the look of the project over time. A more detailed explanation of the building elevations can be found in Section V.

The unit density also varies from the base MF2 zoning of 18 units per acre with a density of 24.84 units per acre, which is similar to other recent multifamily developments in the area.

In lieu of locating all units within 250 feet of a refuse facility, valet trash service will provide trash collection from each unit. Collection will occur multiple days per week on a consistent schedule, and garbage will be consolidated in a single trash compactor on site, which will be screened on three sides in accordance with the Code of Ordinances. The property will engage municipal or commercial waste services to empty and haul off garbage from the compactor regularly.

Section V. Building Elevations

Primary building elevations are provided in Exhibit B – Elevation/Façade Plan, which offers examples of building facades, materials, and color palettes to be used. All buildings shall embody a modern architectural character with high-quality exterior finishes consistent with the design intent illustrated in Exhibit B and the Concept Rendering (Exhibit A3).

(15)



Residential Building – Principal Structure

The primary residential building is a four-story wood-frame construction featuring a contemporary design language that combines warm and neutral material tones. The building mass is articulated with varied roof lines, projecting and recessed bays, and balcony elements to reduce visual scale and create architectural interest. Materials include:

- Brick (base and accent courses)
- Natural stone (accent elements)
- Stucco (field areas)
- Fiber cement lap siding (upper story accents)
- Smooth fiber cement board (trim and panel elements)
- Metal railing (balconies and corridors)
- Metal awnings at entry and ground-floor features
- Storefront entry doors at primary clubhouse entry

The use of a wider variety of materials allows for more intrigue in the elevations by providing different but complimentary colors and textures. The materials have been carefully selected to preserve the project's aesthetic for the long term.

A brick and stone masonry water table is placed around the entire perimeter of each building to withstand wear that can be caused by ground level traffic. The majority of each building has masonry elements extending to the second floor or higher, with many areas where masonry spans the entire height of the buildings. Stucco and wood-look horizontal siding are placed above the masonry water table, adding color and texture variation to enhance curb appeal.

All buildings shall be designed with compatible materials, colors, and architectural character as established in Exhibit B. New construction shall match the exterior palette, massing, and scale appropriate for the community and broader development context.

The project will feature a flat roof design with a TPO membrane, providing a modern residential aesthetic. The flat roof allows for a 30" tall parapet wall in lieu of a 15' tall hipped roof, which eliminates the need for excessive height. It also provides an area to locate the mechanical condensing units where they're hidden from view and easily accessed for maintenance. Minimum roof pitch shall be 1/4:12, to accommodate TPO roofing membrane, and the building roof itself shall be screened by the parapet walls as shown in the building elevations.

Section VI. Unit Floorplans

Conceptual unit floorplans have been attached as Exhibit A. While these are subject to change, a variety of one- and two-bedroom floorplans will be provided with varied square footage, layouts and features.

Section VII. Parking

The Planned Development provides off-street parking designed to serve all residential units and amenity areas. A variety of parking options include uncovered spaces, attached garage spaces, detached garage spaces, and covered parking spaces. The number and distribution of spaces was designed to satisfy anticipated tenant demand based on market experience while preserving the aesthetic of the project. While it is understood that the project does not meet the requirements of the base zoning, the variance is requested to preserve the aesthetic of the buildings and overall project, and to be able to offer as many ground floor units and pet yards as possible, which tend to be more desirable and better looking. Parking is distributed across the site as depicted on the Site Plan attached as Exhibit D.

Parking Type	Required Calculation	Provided Spaces	Comments
General Parking	1.5 spaces/1BR or 2BR unit	472	
Accessible Parking	Per ADA Standards, minimum spaces based on total (IBC Table 1106.2)	9	Includes [2] van-accessible spaces per ADA 2010
Attached Garages	One-half of the required spaces	23	Attached garages are provided where space allows while preserving

			ground floor unit patios and pet yards
Detached Garages	N/A	72	Detached garages are provided as a supplementary covered parking option
Carports	N/A	72	Carports are provided as a supplementary covered parking option

Section VIII. Access

Vehicular access to the development is provided from the proposed YMCA Drive Extension and the proposed Marketplace Boulevard Extension, both of which are anticipated to be public streets with right-of-way dedicated to the City of Waxahachie. Final access configurations, driveway locations, and street cross-sections shall be coordinated with the City Engineer and reflected on the Final Plat and construction plans.

The development site includes a gated primary entry with a call box system for controlled resident and guest access. Exit gates shall be provided as shown on the Site Plan. Internal circulation is designed to accommodate fire apparatus access, emergency vehicles, and service vehicles throughout the site.

Additional access provisions include:

- A gated entry call box at the primary entrance for resident and guest access control.
- Exit gate(s) positioned to facilitate safe egress from the site.
- Emergency vehicle access provisions as required by the City's Fire Marshal.
- Internal drive aisles and fire lanes designed to meet City and fire code standards.

Section IX. Landscaping and Screening

Landscaping shall be provided throughout the development in conformance with the Landscape Plan attached as Exhibit E and the City of Waxahachie Zoning Ordinance. The Property Owner shall provide a permanent irrigation system for all required landscape areas and shall maintain the required landscaping at all times.

Landscaping and screening provisions include:

- Perimeter landscaping along all property boundaries adjacent to public rights-of-way and adjoining properties as required by the City of Waxahachie Zoning Ordinance and as shown on Exhibit E.
- Interior parking lot landscaping as required by the MF2 base district standards.
- All dumpster enclosures shall be screened from public view with a masonry enclosure and gates, consistent with City screening standards and the architectural character of the development.
- Pet yards (44 total) shall be fenced with materials compatible with the overall development aesthetic.
- All landscaping within easement areas shall be limited to groundcover, shrubs, and other low-growing plant material unless otherwise approved by the applicable utility or easement holder.

- Crepe myrtles will be provided in high visibility and frontage areas.

Section X. Signage

Signage for the project shall adhere to the signage requirements set forth in the MF2 zoning district. Per Article V, Section 5.08 of Appendix A of the Code of Ordinances, wall signs will be allowed and may be illuminated. A monument sign will be located near the primary entry. Site and building signage plans shall be submitted to the city for review during the permit process, and no signage will be installed without approval from the City of Waxahachie.

A third-party branding consultant will be engaged to brand the project and generate a color template, logo and sign package. The signage colors and materials will be complimentary to the color scheme and character of the project, and a full signage package will be submitted for city review and approval prior to any installation taking place.

Section XI. Site Amenities

The project shall include the following on-site amenities for the benefit of residents:

- Clubhouse
- Fitness center with cardio
- Recovery spa with infrared sauna and cold plunge
- Community room with demo kitchen
- Resident co-working space
- Resort-style swimming pool with cabana
- Walking trail connecting to existing area trail network
- Pickleball court
- Putting green
- Biergarten / al fresco dining area
- Pavilion
- Cornhole and lawn games area
- Dog park with separate small and large dog sections
- 44 private pet yards
- BBQ grills and outdoor cooking stations

Section XII. Lighting

All exterior lighting, including accent and security lighting, shall maintain compliance with the Lighting & Glare Standards of the City of Waxahachie Zoning Ordinance. All fixtures shall be fully shielded cut-off luminaires that direct light downward to prevent spillover, glare, and light trespass onto adjoining properties and roadways.

The site photometric plan is illustrated in Exhibit G – Photometric Plan. All exterior lighting shall be subject to City review and approval. The light fixture selections shown in Exhibit G are the intended products, subject to availability. In the event a fixture is no longer available or viable, a similar fixture of equal or better quality will be used, subject to city approval.

Section XIII. Project Phasing and Schedule

The project is anticipated to be constructed in multiple phases. Construction phasing, sequencing, and scheduling details shall be determined by the developer in coordination with the City of Waxahachie and shall be reflected in the Development Agreement required under Section XIV below.

The buildings shall be constructed by the phases illustrated in the attached Phasing Plan, Exhibit H:

Phase 1: Clubhouse, entry drive, dog park, trash compactor and firelanes adjacent to the building

Phase 2: North section of building 1-A, pool and amenity courtyard for building 1-A, firelanes adjacent to the building, carports C1 and C2, detached garages G1 and G2

Phase 3: South section of building 1-A, firelane along the rear and side of building 1-A, carports C11 and C12, detached garages G8 and G9

Phase 4: Firelanes north of building 1-A and detached garages G3 and G4

Phase 5: Building C-3, Pickleball court, firelanes adjacent to building C-3, carports C3 and C5

Phase 6: North section of building 2-B, firelanes adjacent to the building, putting green courtyard for building 2-B, carports C4, C6, C7, and C8, garage G5

Phase 7: South section of building 2-B, firelanes adjacent to the building, exit drive at turnaround for proposed YMCA Drive Extension, carports C9, and C10, garages G6 and G7

Section XIV. Management and Maintenance

The property owner and/or its designated property management entity shall be responsible for all maintenance of the development, including but not limited to: all residential buildings and accessory structures, parking areas, drives and fire lanes, screening walls and fencing, irrigation systems, landscaping, site lighting, signage, and all amenity areas throughout the property.

All private streets, drives, and common areas within the development shall be privately maintained by the property owner and/or its designated property management entity and shall not be maintained by the City of Waxahachie unless dedicated and accepted by the City. All public streets, drives, and common areas dedicated to and accepted by the City of Waxahachie shall be maintained by the City.

Section XV. Architectural Standards

To support standards that promote uniformity in the development while allowing design flexibility to accommodate high-end multiple-family uses, the following architectural standards shall govern new vertical construction on the property.

All buildings shall be designed with compatible materials, colors, and architectural character as established in Exhibit B.

Buildings shall incorporate horizontal and vertical design elements that provide visual interest and break up large wall planes. This may be achieved through:

- Changes in building materials or textures
- Vertical reveals or expressed structural elements
- Horizontal banding or datum lines
- Wall plane projections or recesses

- Coordinated color transitions between materials

Materials and Colors

The following conceptual materials and colors have been chosen for architectural compatibility between all buildings and phases. Building materials shall conform to the following standards to ensure design continuity throughout all phases. The following materials and color palettes are intended to guide the development to ensure consistency in materials and finishes across the project. Materials shall be approved by the owner and project architect, and must be approved by the city prior to any construction taking place. Once improvements are constructed, any replacement, repair or installation must adhere to the materials and colors in this PD. Any deviations will require city approval.

- Stucco:

- Primary Color: *White – Field color*

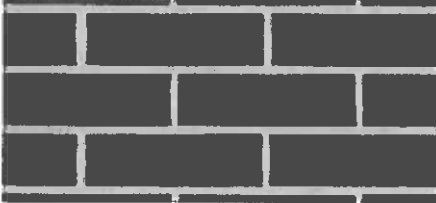


- Accent Color: *Light Gray – Trim locations*



- Brick:

- Brick masonry – *Black or dark gray*



- Stone:

- Cast Stone Masonry – *Gray*

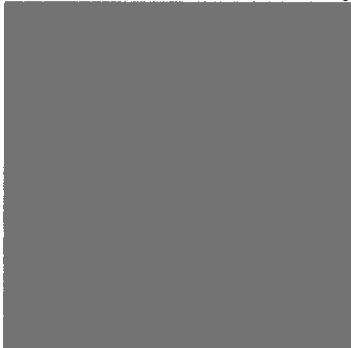
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- Fiber Cement Siding:
 - Primary Color: Cedar Brown – Siding to be wood-textured



- Secondary Color: Dark Gray – Patio siding



- Accent Color: Light Gray – Trim locations, smooth fiber cement board locations



- Metal Railings, Awnings, and Carport structural members:
 - Primary Color: *Black*



- Aluminum Storefront Doors and Windows:
 - Color: *Black Anodized*



- Standing Seam Metal Roofing:
 - Color: *Charcoal Grey – Attached garage roofing*



Charcoal
Grey

- 30-Year Architectural Composition Shingles:
 - Color: *Dark Gray – Detached garage roofing*

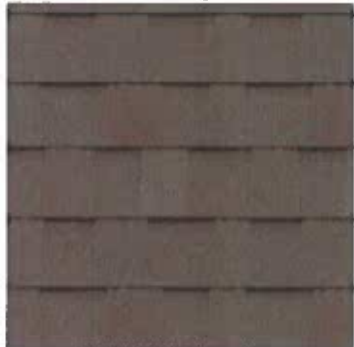
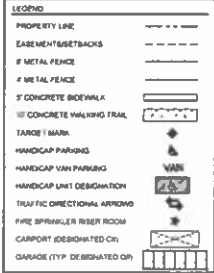


EXHIBIT G



VICINITY MAP

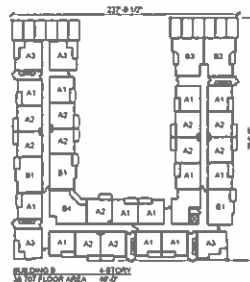
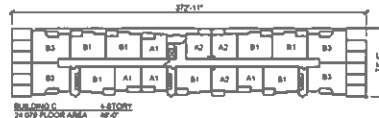
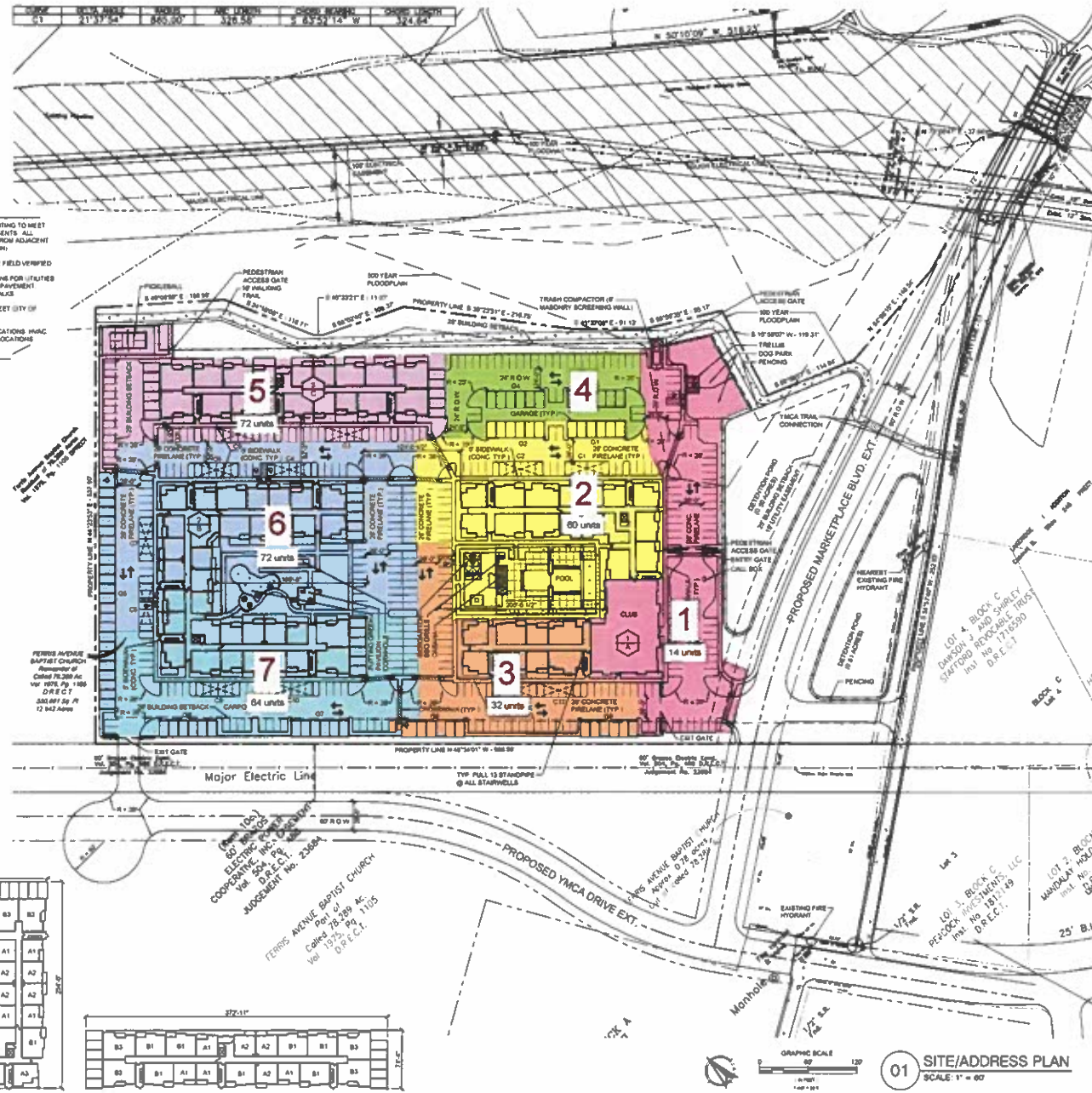


- SITE NOTES**
- CONTRACTOR TO INSTALL ALL EXTERIOR LIGHTING TO MEET THE CITY OF WAXAHACHIE ZONING REQUIREMENTS. ALL EXTERIOR LIGHTING IS TO BE DIRECTED AWAY FROM ADJACENT RESIDENCES. (REF. TO MEP PLANS FOR DESIGN)
 - NOTE LOCATION OF PERIMETER FENCE TO BE FIELD VERIFIED
 - SEE CIVIL ENGINEERING AND LANDSCAPE PLANS FOR UTILITIES DIMENSIONS, CONTROL, GRADING, DRAINAGE, PAVEMENT, PLUMBING SPACES, HVAC RISERS AND ALL SIDEWALKS
 - CONTRACTOR TO INSTALL ALL DRAINAGE TO MEET CITY OF WAXAHACHIE ZONING REQUIREMENTS
 - REFER TO MEP PLANS FOR LIGHTING SPECIFICATIONS, HVAC, GAS, TELEPHONE AND ELECTRICAL SERVICE LOCATIONS

BUILDING KEY

- 1-BUILDING NUMBER
- 2-BUILDING TYPE

SITE DATA TABLE			
LOCATION	12.543 AC. 2008 981 S F 1		
ZONING	ZONING - PD MAP 2 (B-1)		
CURRENT USE	VACANT		
PROPOSED USE	MULTIFAMILY APARTMENT COMPLEX		
BUILDING DATA			
BUILDING 1A			
BUILDING AREA	141,857.73 SQ. FT.		
BUILDING HEIGHT	53'-11" (4 STORIES)		
NUMBER OF UNITS	107 UNITS (56 1-BR, 50 2-BR)		
BUILDING COVERAGE	9.99%		
F.A.R.	17.01		
BUILDING 1B			
BUILDING AREA	142,527.62 SQ. FT.		
BUILDING HEIGHT	48'-10" (4 STORIES)		
NUMBER OF UNITS	128 UNITS (112 1-BR, 16 2-BR)		
BUILDING COVERAGE	7.93%		
F.A.R.	25.91		
BUILDING 1C			
BUILDING AREA	68,174.83 SQ. FT.		
BUILDING HEIGHT	48'-10" (4 STORIES)		
NUMBER OF UNITS	72 UNITS (56 1-BR, 16 2-BR)		
BUILDING COVERAGE	6.33%		
F.A.R.	13.81		
PARKING SUMMARY			
REQUIRED	671 SPACES		
PROVIDED			
UNCOVERED	240	(2)	(1)
CARPPOOL (15%)	75	(1)	(1)
DETACHED GARAGE (15%)	72	-	(2)
ATTACHED GARAGE (5%)	22	-	-
CLUBHOUSE	15	(1)	(1)
TOTAL	422 SPACES		
PER INHABITANT	207,632.12 SQ. FT. (14.9%)		
SUPPLEMENTAL	253,155.975 SQ. FT. (16.9%)		
OPEN SPACE REQUIRED	145,188' 8" 808' 118 3.81 UNITS' 808' (225,000 S.F. (14.9%))		
OPEN SPACE PROVIDED	234,405 S.F. (14.9% OF 1,571,155 SQ. FT. (137,000 S.F. (9.3%))		

BUILDING A
55,387 FLOOR AREA
10-2BUILDING B
55,387 FLOOR AREA
10-2BUILDING C
24,019 FLOOR AREA
10-2

08.12.2026

PRELIMINARY
DRAWINGS
NOT FOR CONSTRUCTION

Cross

ARCHITECT:
CROSS ARCHITECTS, PLLC
879 JUNCTION DRIVE
ALLEN, TEXAS 75013
P: 972.398.6644
WWW.CROSSARCHITECTS.COM

THE AVENUE
WAXAHACHIE, TEXAS

DATE
08.12.2026

PROJECT NUMBER
25097

REVISIONS

NO. DATE

ISSUED FOR

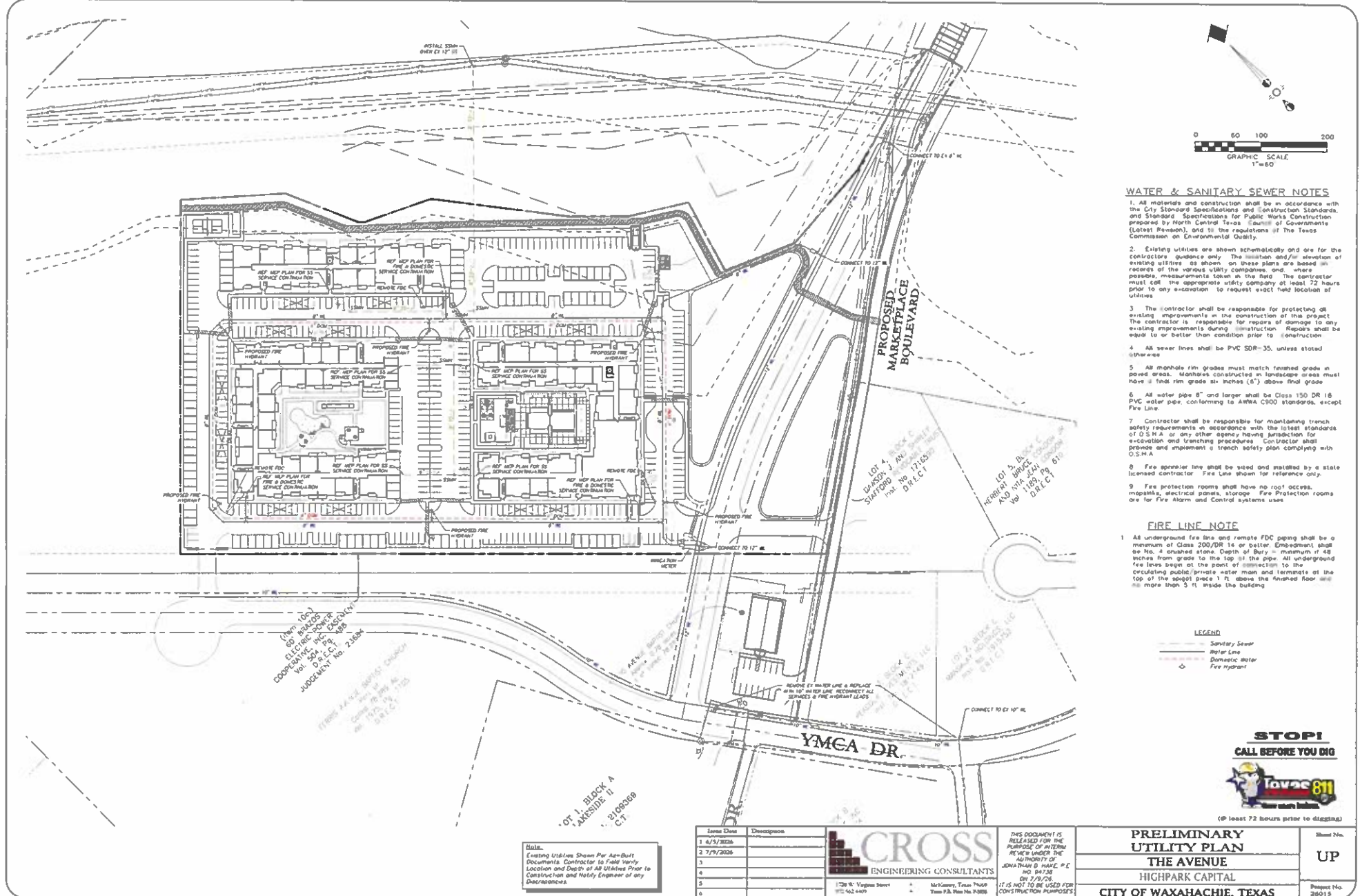
REVIEW

SHEET NUMBER

A1.0

SITE ADDRESS PLAN

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(14)



Memorandum

To: Honorable Mayor and City Council
From: Trenton Robertson, Director of Planning
Thru: Ricky Boyd, City Manager *RB*
Date: October 5, 2026
Re: ZDC-54-2026 – The Avenue Apartments and Avenue Church Development Agreement

Due to the complexities of the proposed Development Agreement for the Avenue Apartments, and based on direction to include the Avenue Church, the following is being proposed.

City Staff Conditions

- Add the Avenue Church (FERRIS AVE BAPTIST CHURCH DBA THE AVENUE) as a "party" to the agreement.
- Add applicable information to the agreement pertaining the Avenue Church being included.
- Adding language requiring the Avenue Church to dedicate all private infrastructure to the city as depicted and shown in the attached exhibit, limited to the private right-of-way (ROW) and bridge.
- Add all necessary exhibits to the agreement showing the location of the private ROW and bridge.

HighPark Requested Conditions

- HighPark is open to contributing up to \$150,000 for the City to improve the portion of Marketplace Blvd (to be renamed Inspiration Trail) from our property line to Highway 77 so that it meets city standards.
- Any costs exceeding \$150,000 will be paid by the city.

(16)

- The City/its contractors will perform the improvement work and HighPark will not have any liability for it.
- The \$150,000 contribution will be placed in escrow and the city may draw from it for the work. Any unused funds/savings will be returned to HighPark upon completion.
- HighPark will not be required to contribute the \$150,000 until a permit is issued for HighPark's apartment development. In other words, it will be paid along with permit fees, impact fees, etc. for the apartment development.
- The improvement work must be completed within 24 months of the date the \$150,000 contribution is made or all unused funds are returned to HighPark.
- No final acceptance, certificate of occupancy or other approval for HighPark's apartment development (including other infrastructure work) will depend on the City's completion of these improvements.
- HighPark will have no responsibility for the maintenance of the infrastructure being improved, including the bridge.

(16)

 Bridge and Road Owned by the Avenue Church



(16)

STATE OF TEXAS § DEVELOPMENT AGREEMENT FOR
 § THE AVENUE APARTMENTS PD

COUNTY OF ELLIS §

THIS DEVELOPMENT AGREEMENT ("Agreement") is entered into by and between the City of Waxahachie, Texas ("City"), and HighPark Capital, LLC and or its assigns ("Developer") (individually, a "Party" and collectively, the "Parties") to be effective (the "Effective Date") on the latest date executed by a Party.

WHEREAS, the City is a home-rule municipal corporation, located in Ellis County, Texas, organized and existing under the laws of the State of Texas; and

WHEREAS, Developer is developing in the City a Multi-Family Apartment Community on approximately 12.642 acres of land generally located at 1761 N US Highway 77, Parcel Number 186874 in the City (the "Property"), and a legal description and depiction of the Property is attached hereto as Exhibit A and incorporated by reference; and

WHEREAS, the foregoing Property was rezoned by the City Council on or about September 21, 2026, when the City Council approved a (Planned Development) for the Property, contained in Ordinance No. _____, and this Agreement seeks to incorporate, in part, the negotiated and agreed upon development standards contained in the underlying zoning ordinance, as may be amended, and/or this Development Agreement, to recognize Developer's reasonable investment-backed expectations in the Development, as may be amended, and as more fully described herein.

NOW, THEREFORE, in consideration of the foregoing premises, and for other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the Parties to this Agreement agree as follows:

1. **Development Standards.** For any structure built on the Property following the Effective Date, it shall comply with the elevations and building materials requirements contained in Exhibit B, attached hereto and incorporated herein. The Parties agree and acknowledge that the provisions of this Paragraph shall apply to any structure constructed subsequent to the execution of this Agreement. Nothing in this Agreement shall be deemed to modify or otherwise amend any zoning regulation duly adopted by the City, previously or in the future.

2. **Pedestrian Trail.** Developers agree and acknowledge that the Developers shall construct and continually maintain, at their expense, the 10' pedestrian trail referenced in Exhibit D, will not be dedicated to the City of Waxahachie, will accessible to the general public, and will be placed with a pedestrian access easement via plat. Further, Developers and the City agree and acknowledge that no certificates of occupancy for any structure constructed on the Developer's Property shall be issued by

the City to the Developers until and unless the aforementioned 10' pedestrian trail has been constructed and the City has accepted the same.

3. **Covenant Running with the Land.** The terms, conditions, rights, obligations, benefits, covenants and restrictions of the provisions of this Agreement shall be deemed covenants running with the land, and shall be binding upon and inure to the benefit of the Developer and its heirs, representatives, successors and assigns. This Agreement shall be deemed to be incorporated into each deed and conveyance of the Property or any portion thereof hereafter made by any subsequent owner of the Property or any portion thereof, regardless of whether this Agreement is expressly referenced therein.

4. **Applicability of City Ordinances.** Developer shall develop the Property, and construct all structures on the Property, in accordance with all applicable City ordinances and building/construction codes. Further, Developer shall plat the Property prior to the submission of any applications for any building permit.

5. **Rough Proportionality.** Developer hereby agrees that any land or property donated and/or dedicated to the City pursuant to this Agreement, including but not limited to any dedication of right-of-way along YMCA Drive and Marketplace Boulevard referenced herein, whether in fee simple or otherwise, including any easements (as may be reflected in any Final Plat), including any utility and/or access easements, relative to any development on the Property is roughly proportional to the need for such land and Developer hereby waives any claim therefor that it may have. Developer further acknowledges and agrees that all prerequisites to such a determination of rough proportionality have been met, and that any costs incurred relative to said donation are related both in nature and extent to the impact of the development referenced herein. Both Developer and the City further agree to waive and release all claims one may have against the other related to any and all rough proportionality and individual determination requirements mandated by the United States Supreme Court in *Dolan v. City of Tigard*, 512 U.S. 374 (1994), and its progeny, as well as any other requirements of a nexus between development conditions and the provision of roadway services to the Property.

6. **Exactions/Infrastructure Costs.** Both the City and Developer have been represented by legal counsel in the negotiation of this Agreement and been advised or each has had the opportunity to have legal counsel review this Agreement and advise them, regarding Developer's and the City's rights under Texas and federal law. Developer and the City hereby waive any requirement that the other retain a professional engineer, licensed pursuant to Chapter 1001 of the Texas Occupations Code, to review and determine that the exactions are roughly proportional or roughly proportionate to the proposed development's anticipated impact. Developer specifically reserves its right to appeal the apportionment of municipal infrastructure costs in accordance with § 212.904 of the Texas Local Government Code and any exemptions from impact fees under current or future law; however, notwithstanding the foregoing and to the extent permitted by law, Developer hereby releases the City from any and all liability under § 212.904 of

the Texas Local Government Code, as amended, regarding or related to the cost of those municipal infrastructure requirements imposed by this Agreement.

7. **Default.** No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time determined based on the nature of the alleged failure, but in no event less than thirty (30) days after written notice of the alleged failure has been given). In addition, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured. If either Party is in default under this Agreement, the other Party shall have the right to enforce the Agreement in accordance with applicable law, provided, however, in no event shall any Party be liable for consequential or punitive damages.

8. **Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Ellis County, Texas.

9. **Notice.** Any notices required or permitted to be given hereunder (each, a "Notice") shall be given by certified or registered mail, return receipt requested, to the addresses set forth below or to such other single address as either party hereto shall notify the other:

If to the City: The City of Waxahachie
408 S. Rogers Street
Waxahachie, Texas 75165
Attention: City Manager

If to Developer: HighPark Capital, LLC
4514 Travis Street, Suite #212
Dallas, TX 75205
Attention: Patrick McGee

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

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

12. **Savings/Severability.** In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the Agreement shall, to the extent reasonably possible, remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.

13. **Binding Agreement.** A telecopied facsimile of a duly executed counterpart of this Agreement shall be sufficient to evidence the binding agreement of each party to the terms herein, including without limitation a scanned copy sent via electronic mail by either Party.

14. **Authority to Execute.** This Agreement shall become a binding obligation on the Parties upon execution by all Parties hereto. The City warrants and represents that the individual executing this Agreement on behalf of the City has full authority to execute this Agreement and bind the City to the same. Developer warrants and represents that the individual executing this Agreement on behalf of Developer has full authority to execute this Agreement and bind Developer to the same. The City Council hereby authorizes the City Manager of the City to execute this Agreement on behalf of the City.

15. **Filing in Deed Records.** This Agreement, and any and all subsequent amendments to this Agreement, shall be filed in the deed records of Ellis County, Texas.

16. **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.

17. **Notification of Sale or Transfer; Assignment of Agreement.** Except with respect to a sale or transfer to a related entity of Developer, Developer shall notify the City in writing of any sale or transfer of all or any portion of the Property, within ten (10) business days of such sale or transfer. Developer has the right (from time to time without the consent of the City, but upon written notice to the City) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of Developer under this Agreement, to any person or entity (an "Assignee") that is or will become an owner of any portion of the Property or that is an entity that is controlled by or under common control with Developer. Each assignment shall be in writing executed by Developer and the Assignee and shall obligate the Assignee to be bound by this Agreement. Except with respect to a sale or transfer to a related entity of Developer, a copy of each assignment shall be provided to the City within ten (10) business days after execution. Provided that the successor Developer assumes the liabilities, responsibilities, and obligations of the assignor under this Agreement and/or the building has been constructed on the Property as provided in this Agreement, the assigning party will be released from any rights and obligations under this Agreement as to the Property that is the subject of such assignment, effective upon such transfer. No assignment by Developer shall release Developer from any liability that resulted from an act or omission by Developer that occurred prior to the effective date of the assignment. Developer shall maintain true

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and correct copies of all assignments made by Developer to Assignees, including a copy of each executed assignment and the Assignee's Notice information.

17. **Sovereign Immunity.** The Parties agree that the City has not waived its sovereign immunity from suit by entering into and performing its obligations under this Agreement.

18. **Effect of Recitals.** The recitals contained in this Agreement: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Agreement; (c) are legislative findings of the City Council; and (d) reflect the final intent of the Parties with regard to the subject matter of this Agreement. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

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

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

21. **Amendment.** This Agreement shall not be modified or amended except in writing signed by the Parties. A copy of each amendment to this Agreement, when fully executed and recorded, shall be provided to each Party, Assignee and successor Developer of all or any part of the Property; however, the failure to provide such copies shall not affect the validity of any amendment.

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

23. **Miscellaneous Drafting Provisions.** This Agreement shall be deemed drafted equally by all Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any Party shall not apply.

IN WITNESS WHEREOF, the parties hereto have caused this document to be executed as of the date referenced herein.

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DRAFT

(14)

CITY:

THE CITY OF WAXAHACHIE, TEXAS

By: _____

Name: Ricky Boyd

Title: City Manager

STATE OF TEXAS)

)

COUNTY OF ELLIS)

This instrument was acknowledged before me on the ____ day of _____, 202__, by Ricky Boyd, City Manager of the City of Waxahachie, Texas, on behalf of the City of Waxahachie, Texas.

Notary Public, State of Texas

My Commission Expires: _____

(14)

DEVELOPER:

HighPark Capital, LLC, a Texas limited liability company

By: _____
Name: Jeff Williams
Title: CEO _____

STATE OF _____)
COUNTY OF _____)

This instrument was acknowledged before me on the ____ day of _____, 202__, by _____ in his/her capacity as _____ of _____, a _____, known to be the person whose name is subscribed to the foregoing instrument, and that he/she executed the same on behalf of and as the act of Developer.

Notary Public, State of _____
My Commission Expires: _____

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EXHIBIT A

(Property Legal Description)

Property Description: Ellis County Appraisal District Parcel Number 186874.

DRAFT

(1k)

EXHIBIT B

(Building Materials/Elevations)

DRAFT

(17)



Memorandum

To: Honorable Mayor and City Council

From: James Gaertner, Director of CIP Engineering

Thru: Ricky Boyd, City Manager *RB*

Date: October 5, 2026

Re: Consider Professional Services Agreement for the Peter Street Reconstruction Project

Motion: "I move to approve a professional services agreement with LJA Engineering, Inc. for the Peter Street Reconstruction project in the amount of \$337,000 and authorize the City Manager to execute all necessary documents."

Item Description: Consider approval of a professional services agreement with LJA Engineering Inc. for the Peter Street Reconstruction project.

Item Summary: The Peter Street Reconstruction project includes replacement of approximately 1,500 feet of pavement, 760 feet of water line, storm drain design, preparation of survey documents for easements, design for sidewalk and streetlights along the west side of the project limits. The design will also include the replacement of the damaged concrete panels between the railroad tracks to Wyatt Street. This project is part of the approved 5-Year Capital Improvement Program.

Fiscal Impact: The Peter Street Reconstruction project has a budget of \$300,000. An additional \$37,000 is needed following fee negotiations and the addition of water line replacement design to the scope. The additional funds are proposed to come from the Pensacola Street Reconstruction Project (Project #452) savings. The total proposed professional services agreement is \$337,000.

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Memorandum

To: Honorable Mayor and City Council

From: Cassandra Carroll, Economic Development Director

Thru: Ricky Boyd, City Manager *RB*

Date: October 5, 2026

Re: Consideration of Proposals for the Former Police Station Located at 216 North College Street.

Recommended Motion: I move to authorize City Manager Ricky Boyd to begin negotiations with *(chosen proposal)* on a Chapter 380 Agreement for the redevelopment of City owned property located at 216 North College Street subject to final City Council approval at a future City Council meeting.

Item Summary: The City issued public notices on August 8, 2026, and August 15, 2026, announcing the invitation to submit proposals for the redevelopment of the former Police Station with proposals were due September 11, 2026. Staff received 16 requests for the submission packet. Of those 16 inquiries, 7 toured the facility with a total of 4 proposals received. Following this memo is an aggregate of the proposals.

Fiscal Impact: Current assessment of the property is approximately \$1,494,000; however, because the City owns the property, there are no ad valorem receipts. Once the property has been transferred to a private entity and renovated, the expected assessment could be more than \$2,000,000 with expected receipts of at least \$12,000 annually on Real ad valorem alone. This would not include any potential Business Personal Property receipts nor any sales tax receipts. These additional valuations would be determined by the end users of the property.

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Proposals for 216 North College Street

Proposer	Proposed Use	Offer	Requested Deal Structure	Timeframe	Additional Comments
Sparrow Nest Ventures	Restaurant/Retail TBD	\$580,000	No City Funding, incentives, grants, reimbursements or fee waivers was requested.	2 years after negotiations, closing & permitting	Has previous experience with large scale historic restoration projects in downtown Fort Worth
Hart Systems, Inc.	Family -friendly restaurant and social venue w/ food, entertainment and gathering space	\$500,000	Requesting Sales Tax Incentives, Historic/Downtown Grants	6 months after due diligence, closing & permitting	Considering rooftop bar pending engineering study. Has previous experience with 2nd gen restaurant space renovation
BLCC Venture, LLC/ Bates Real Estate, LLC	Restaurant-centered, family friendly destination, with gathering/entertainment space and complimentary retail uses. All end users TBD	\$216,000	Requesting no direct financial contribution, acquisition subsidy, or reimbursements	6-9 months plus.	Has previous experience with Waxahachie Historic Preservation and Main Street District
Paul Colwell	Restaurant/ Retail TBD,	\$100,000	Requesting Ch. 380 Sales Tax Reimbursement at 66.6% for 5 years	Unknown	Possible rooftop improvements to expand square footage

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Memorandum

To: Honorable Mayor and City Council

From: Scott Safford, Fire Chief

Thru: Ricky Boyd, City Manager *RSB*

Date: October 5, 2026

Re: Guaranteed Maximum Price (GMP) Contract for New Fire Station 1

Recommended Motion: "I move to approve a contract with Key Construction for the construction of the new Fire Station 1 located at 1475 Spur 394 for the Guaranteed Max Price of \$10,789,111 and authorize the Mayor and/or City Manager to execute all documents necessary."

Item Description: A contract with Key Construction for the construction of the new Fire Station 1 located at 1475 Spur 394 for the GMP of \$10,789,111

Item Summary: Key Construction, the Construction Manager at Risk (CMAR), recently performed a thorough bid process to secure the subcontractors needed for the construction of New Fire Station 1. Fire Administration, along with a Fire Station Committee formed of a member from each rank in the department, has worked closely with RBDR (the architect for the project) and Key Construction to reduce the overall square footage of the station in order to best maximize the cost to the citizens.

Staff recommends approval of a Final GMP contract for \$10,789,11 with Key Construction to construct New Fire Station 1.

Fiscal Impact: The proposed Final GMP in the amount of \$10,789,111 is included in the 2026 bond issuance that was approved on August 3, 2026.



Memorandum

To: Honorable Mayor and City Council
From: Scott Safford, Fire Chief
Thru: Ricky Boyd, City Manager *RS*
Date: October 5, 2026
Re: Acceptance of SAFER Grant from FEMA

Recommended Motion: "I move to accept the FEMA Staffing for Adequate Fire and Emergency Response (SAFER) Grant in the amount of \$3,873,662.73 for the hiring and funding of 15 firefighters for Waxahachie Fire-Rescue, and authorize the City Manager and Fire Chief to execute all documents necessary to accept and administer the grant."

Item Description: The grant funds will cover eligible personnel costs associated with hiring and employing 15 additional firefighters to support 4-member staffing, in accordance with the approved FEMA grant agreement and applicable federal requirements.

Item Summary: Accepting this grant directly supports two fundamental responsibilities of Waxahachie Fire-Rescue: protecting the citizens of Waxahachie and protecting the firefighters who respond to their emergencies. 4-member staffing strengthens both objectives. For the community, additional personnel allows critical emergency functions to be performed simultaneously. For firefighters, four-member staffing provides stronger crew integrity, improved accountability, additional resources during operations, and a greater ability to respond to a firefighter who becomes injured or trapped.

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Fiscal Impact: This supplemental appropriation increases the Fire Department's budget by \$1,274,481 and will be funded from the General Fund Reserve Fund. After reimbursements, the net cost is \$194,826.

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Memorandum

To: Honorable Mayor and City Council

From: Scott Safford, Fire Chief

Thru: Ricky Boyd, City Manager *RB*

Date: October 5, 2026

Re: Supplemental Appropriation for SAFER Grant

Recommended Motion: "I move to approve a supplemental appropriation from the General Fund unrestricted reserve in the amount of \$1,274,481 to multiple GL Accounts, for the acceptance of the SAFER Grant.

Item Description: Consider approval of a supplemental appropriation to allocate funds for the SAFER Grant award for 15 firefighters.

Item Summary: The SAFER Grant award announcement was on September 28, 2026, and could not be relied upon during the original budget adoption and, therefore, requires a supplemental appropriation. Appropriating these funds will allow the City to budget for and pay the 15 firefighters before receiving FEMA reimbursements for the grant. The grant covers 75% of the salary & benefits, with a savings of \$1,079,655. Therefore, the true supplemental appropriation is \$194,826.

Fiscal Impact: This supplemental appropriation increases the Fire Department's budget by \$1,274,481 and will be funded from the General Fund Reserve Fund. After reimbursements, the net cost is \$194,826.

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Memorandum

To: Honorable Mayor and City Council
From: Scott Safford, Fire Chief
Thru: Ricky Boyd, City Manager *RB*
Date: October 5, 2026
Re: City Ordinance for Four-Member Staffing

Recommended Motion: "I move to approve the ordinance for four-member staffing assigned to all frontline fire engines and aerial trucks."

Item Description: An ordinance that establishes a minimum of four fire personnel assigned to all frontline fire engines and aerial trucks.

Item Summary: Approving this ordinance directly supports two fundamental responsibilities of Waxahachie Fire-Rescue: protecting the citizens of Waxahachie and protecting the firefighters who respond to their emergencies. 4-member staffing strengthens both objectives. For the community, additional personnel allows critical emergency functions to be performed simultaneously. For firefighters, four-member staffing provides stronger crew integrity, improved accountability, additional resources during operations, and a greater ability to respond to a firefighter who becomes injured or trapped.

Fiscal Impact: This supplemental appropriation increases the Fire Department's budget by \$1,274,481 and will be funded from the General Fund Reserve Fund. After reimbursements, the net cost is \$194,826.

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CITY OF WAXAHACHIE, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF WAXAHACHIE, TEXAS, AMENDING CHAPTER 12, "FIRE PROTECTION AND PREVENTION," OF THE CODE OF ORDINANCES OF THE CITY OF WAXAHACHIE, TEXAS, BY ADDING A NEW ARTICLE V, "MINIMUM STAFFING OF FIRE APPARATUS," GENERALLY PROVIDING FOR A MINIMUM FOUR-PERSON STAFFING REQUIREMENT FOR FRONTLINE FIRE APPARATUS; PROVIDING FOR OPERATIONAL EXCEPTIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEALER; DECLARING AN EMERGENCY; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Waxahachie is authorized by the Constitution and laws of the State of Texas to adopt ordinances for the protection of the health, safety, and welfare of its residents; and

WHEREAS, the City Council recognizes public safety as a top priority and that adequate staffing of fire apparatus is essential to the effective and safe delivery of fire suppression, rescue, emergency medical services, technical rescue, and other emergency services provided by Waxahachie Fire-Rescue; and

WHEREAS, the City Council recognizes that emergency incidents frequently require multiple firefighters to perform simultaneous and coordinated tasks necessary to protect life, property, and firefighters; and

WHEREAS, the City Council recognizes that staffing fire apparatus with a minimum of four (4) personnel provides a consistent staffing model that supports the City's emergency response capabilities and enhances the safety and effectiveness of firefighters operating at emergency incidents; and

WHEREAS, the City Council recognizes the National Fire Protection Association's NFPA 1710 Standard requires a minimum of four (4) firefighters per firefighting apparatus; and

WHEREAS, the City Council further recognizes that the Texas Commission on Fire Protection Rule 435.17(a)(1) requires that a team of at least four fire protection personnel must be assembled before an interior fire attack can be made when the fire has progressed beyond the incipient stage; and

WHEREAS, the City Council finds that establishing a minimum staffing requirement for fire apparatus is in the best interest of the citizens of the City of Waxahachie and promotes the health, safety, and welfare of the community.

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

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SECTION 1

The findings set forth above are hereby found to be true and correct and are incorporated into the body of this Ordinance as if fully set forth herein.

SECTION 2

From and after the effective date of this Ordinance, Chapter 12, "Fire Protection and Prevention," of the Code of Ordinances of the City of Waxahachie, Texas, is hereby amended by adding thereto a new Article V, "Minimum Staffing of Fire Apparatus," to read as follows:

"ARTICLE V – MINIMUM STAFFING OF FIRE APPARATUS

Sec. 12-79. - Minimum staffing requirement.

All frontline fire apparatus operated by the Waxahachie Fire-Rescue Department and assigned to structural fire emergency response shall be staffed with a minimum of four (4) qualified fire department personnel while the apparatus is in service and available for emergency response.

Sec 12-80. - Applicability.

For purposes of this section, "fire apparatus" includes, but is not limited to, engines, aerial apparatus, and other frontline apparatus designated by the fire chief for emergency response. This requirement does not apply to apparatus used in a supervisory or support capacity.

Sec 12-81. - Personnel qualifications.

Personnel assigned to a fire apparatus shall possess the certifications, licenses, training, and qualifications required by applicable federal, state, and local laws, rules, regulations, and the policies and standard operating guidelines of the Waxahachie Fire-Rescue Department.

Sec 12-82. - Temporary exceptions.

The minimum staffing requirement established by this section shall not prohibit the temporary operation of an apparatus with fewer than four (4) personnel when circumstances beyond the reasonable control of the City require such operation, including, but not limited to:

- (a) a major disaster, multiple-alarm incident, or other extraordinary emergency requiring the temporary redistribution of personnel or apparatus;
- (b) personnel becoming unavailable because of illness, injury, or other unforeseen circumstances while the apparatus is in service;
- (c) an apparatus becoming temporarily unavailable due to mechanical failure, maintenance, or other circumstances requiring the reassignment of personnel; or

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- (d) other circumstances determined by the fire chief, or the fire chief's designee, to require a temporary deviation from the minimum staffing requirement to protect life, property, or the safety of emergency response personnel.

Sec 12-83. - No reduction in authorized staffing.

A temporary exception authorized under Section 12-82 shall not constitute a permanent reduction in the minimum staffing requirement established by this section. It shall not be construed as authorization for the City to routinely operate frontline fire apparatus below the minimum staffing requirement."

SECTION 3

The City Manager and Fire Chief are hereby authorized and directed to take all necessary administrative actions to implement the minimum staffing requirement established by this ordinance.

SECTION 4

All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portion of conflicting ordinances shall remain in full force and effect.

SECTION 5

If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional or invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases be declared unconstitutional.

SECTION 6

A public emergency is found to exist which affects the health, safety, property, public peace or the general welfare, and therefore, this Ordinance shall take effect on January 31, 2027, after its passage and the publication of the caption, as the law and City Charter in such cases provide.

DULY PASSED, APPROVED, AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF WAXAHACHIE, TEXAS, ON THIS 5TH DAY OF OCTOBER, 2026.

Billie Wallace, Mayor

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ATTEST:

Amber Villarreal, City Secretary