



**PLANNING AND ZONING COMMISSION MEETING
TRAINING ROOMS A & B
757 North Galloway Avenue
Mesquite, Texas
June 22, 2020 - 7:00 P.M.
MEETING PARTICIPATION INSTRUCTIONS**

In accordance with the Governor's suspension of various provisions of the Texas Open Meetings Act issued pursuant to his state disaster authority, and guidance issued on the suspension by the Attorney General's Office:

1. Members of the public, applicants and interested parties may attend the meeting in person or participate by telephone conference.
2. All persons present at the meeting location must observe social distancing by remaining a minimum of six (6) feet from other meeting participants and are strongly encouraged to wear a covering over their nose and mouth.
3. Applicants and/or members of the public desiring to participate in the meeting by telephone conference may do so by dialing the following local number on Monday, June 22, 2020, before, at, or after 7:00 p.m. central time.

Telephone Conference Number: 214-396-6338
Participation Code (Meeting Id): 177-6111

Persons may INCREASE their listening volume by pressing *86.
Persons may DECREASE their listening volume by pressing *87.

Repeat as necessary to incrementally increase or decrease the listening volume.

Persons may press *5 to be recognized to speak during the public comment or public hearing portion of the meeting.

4. The meeting will be audible to all in-person and telephone participants and will allow for their two-way communication. Comments may be made during the meeting upon recognition by the Chairperson or may be made in writing before 3:00 p.m. on June 22, 2020, to the following email address: glangford@cityofmesquite.com.
5. An electronic copy of the agenda packet will be posted online at the City of Mesquite's website (www.cityofmesquite.com).

The meeting will be recorded and made available to the public.

AGENDA

Pursuant to Section 551.071 of the *Texas Government Code*, the Planning and Zoning Commission may meet in a closed executive session to consult with the City Attorney regarding matters authorized by Section 551.071, including matters posted on this Agenda.

COMMISSION BUSINESS

1. ROLL CALL.

2. INSTRUCTIONS.

City staff shall give verbal instructions for participation in the meeting.

PUBLIC COMMENTS

3. Any individual desiring to address the Planning and Zoning Commission regarding an item on the CONSENT AGENDA shall do so on a first-come, first-served basis. Comments are limited to three (3) minutes, except for a speaker addressing the Planning and Zoning Commission through a translator will be allowed six (6) minutes.

CONSENT AGENDA

All items on the Consent Agenda are routine items and may be approved with one motion; however, should any member of the Planning and Zoning Commission or any individual wish to discuss any item, said item may be removed from the Consent Agenda by a motion of the Planning and Zoning Commission.

4. MINUTES.

Discuss and consider approval of the minutes for June 8, 2020, Planning and Zoning Commission.

5. Consider Application No. PL0518-0070 submitted by Westwood Professional Services, Inc. on behalf of Bloomfield Homes, L.P., for Hagan Hill Phase 3, a 102-lot single-family subdivision generally located at Shannon Loop and Lumley Road.

PUBLIC HEARINGS

The City Council may approve a different zoning district than the one requested, except that the different district will not: (1) have a maximum structure height or density that is higher than the one requested; or (2) change the uses to solely nonresidential uses when the request is for solely residential uses or vice versa.

6. ZONING APPLICATION No. Z0620-0141.

Conduct a public hearing and consider Zoning Application No. Z0620-0141 submitted by the City of Mesquite for a Zoning Change from Agricultural to Planned Development – Agricultural to allow a residential subdivision, generally located southwest of FM 2932 and County Road 214.

7. ZONING TEXT AMENDMENT No. 2020-04.

Conduct a public hearing and consider zoning text amendments to Mesquite Zoning Ordinance, Section 3-203, Schedule of Permitted Uses; Section 3-508, Reception Facilities; Section 6-102, Definitions; all pertaining to new and revised regulations for major reception facilities, minor reception facilities, and accessory reception facilities.

8. ZONING TEXT AMENDMENT No. 2020-05.

Conduct a public hearing and consider zoning text amendments to Mesquite Zoning Ordinance, Section 3-203, Schedule of Permitted Uses; Section 3-507, Coin-Operated Amusement Devices,

Section 6-102, Definitions; all pertaining to new and revised regulations for amusement devices, game machines, video games, and similar devices.

DIRECTOR'S REPORT

9. DIRECTOR'S REPORT.

Director's Report on recent City Council action taken on zoning items at their meeting on June 15, 2020.

[NOTE: Commission action, *if any*, shall not be taken regarding the Director's Report until Public Comments have been received.]

PUBLIC COMMENTS

10. Any individual desiring to address the Planning and Zoning Commission regarding the DIRECTOR'S REPORT or ANY OTHER MATTER not listed on the Agenda shall be allowed to speak for a length of time not to exceed three (3) minutes on a first-come, first-served basis. Citizens addressing the Planning and Zoning Commission through a translator will be allowed six (6) minutes.

At the conclusion of business, the Chair shall adjourn the meeting.

Pursuant to Section 30.06, Penal Code (trespass by license holder with a concealed handgun), a person licensed under Subchapter H, Chapter 411, Government Code (handgun licensing law), may not enter this property with a concealed handgun.

Conforme a la Sección 30.06 del Código Penal (entrada ilegal de persona titular de licencia con arma de fuego oculta), personas con licencia según el Sub- capítulo H, Capítulo 411, Código de Gobierno (ley de permiso para portar arma de fuego), no deben entrar a esta propiedad portando un arma de fuego oculta.

Pursuant to Section 30.07, Penal Code (trespass by license holder with an openly carried handgun), a person licensed under Subchapter H, Chapter 411, Government Code (handgun licensing law), may not enter this property with a handgun that is carried openly.

Conforme a la Sección 30.07 del Código Penal (entrada ilegal de persona titular de licencia con arma de fuego a la vista), personas con licencia según el Sub- capítulo H, Capítulo 411, Código de Gobierno (ley de permiso para portar arma de fuego), no deben entrar a esta propiedad portando una arma de fuego a la vista.

Pursuant to Section 551.007 (c) of the Texas Government Code any member of the public wishing to address the Planning and Zoning Commission through the use of a translator is granted at least twice the amount of time as a member of the public who does not require the assistance of a translator.

Conforme a la Sección 551.007 (c) del Código de Gobierno de Texas, cualquier miembro del público que desea dirigirse a la Comisión a través del uso de un traductor se le otorga al menos el doble de tiempo como miembro del público que no requiere la asistencia de un traductor.

CERTIFICATE

I, Garrett Langford, Manager of Planning and Zoning for the City of Mesquite, Texas, hereby certify that the attached Agenda for the Planning and Zoning Commission meeting to be held June 22, 2020, was posted on the bulletin boards at the Municipal Center and City Hall by June 19, 2020, before 6:00 p.m. and remained so posted until after the meeting. This notice was likewise posted on the City's website at www.cityofmesquite.com for a minimum of 72 hours prior to the meeting.



Garrett Langford, AICP
Manager of Planning and Zoning
City of Mesquite, Texas

MINUTES OF THE PLANNING AND ZONING COMMISSION MEETING, HELD AT 7:00 P.M., JUNE 8, 2020, 757 NORTH GALLOWAY AVENUE, MESQUITE, TEXAS

Present: Chairwoman Yolanda Shepard, Ronald Abraham, Sherry Williams, Debbie Anderson, Sheila Lynn, Claude McBride

Absent: Vice-Chair David Gustof, Alternate Mildred Arnold

Staff: Manager of Planning & Zoning Garrett Langford, Planner Lesley Frohberg, Senior Assistant City Attorney Karen Strand, Senior Administrator Devanee Winn

In accordance with the Governor's suspension of various provisions of the Texas Open Meetings Act issued pursuant to his State Disaster Authority, and guidance issued on the suspension by the Attorney General's Office, this meeting was held by telephone conferencing to support social distancing. Commissioners and City staff attended the meeting via telephone conference with the exception of Mr. Langford, Ms. Frohberg, and Ms. Anderson who were present in the City Council Chamber and practiced social distancing.

COMMISSION BUSINESS

1. ROLL CALL

Manager of Planning & Zoning Garrett Langford called on each Commissioner for the record. Each Commissioner answered yes if they were present by conference call. Chairwoman Shepard called the meeting to order and declared a quorum present.

2. INSTRUCTIONS

Mr. Langford gave verbal instructions for participation in the meeting.

CONSENT AGENDA

3. PUBLIC COMMENTS.

There were no public comments.

4. MINUTES.

A motion was made by Ms. Williams to approve the minutes. Mr. McBride seconded. The motion passed 6-0.

PUBLIC HEARINGS

5. ZONING APPLICATION No. Z0520-0140.

Conduct a public hearing and consider Zoning Application No. Z0520-0140 submitted by DBS Construction Support on behalf of Tram Hoang for a Zoning Change from Commercial to Commercial with a Conditional Use Permit to allow the sale and outdoor display of used farm equipment, located at 4340 IH 30.

Planner Lesley Frohberg briefed the Commissioners. Representing the Applicant was Mr. Daniel Santos of DBS Construction Support, 2426 Fruitland Ave, Farmers Branch, Texas, 75234. The Commission, Staff, and the Applicant discussed the various code violations. Chairwoman Shepard opened the public hearing. No one had comments either in person or by conference call. Chairwoman Shepard made a motion to postpone until

the July 13, 2020, Planning & Zoning meeting. Ms. Lynn seconded. The motion passed 6-0.

DIRECTOR'S REPORT

6. DIRECTOR'S REPORT.

Director's Report on recent City Council action taken on zoning items at their meeting on June 3, 2020.

Mr. briefed the Commissioners on the zoning actions taken by the City Council meeting held on June 1, 2020. City Council approved Application No. Z0420-0135 for a change of zoning from Light Commercial to Planned Development - General Retail to allow a convenience store and fueling station, located at 500 Lawson Road. The approval included a stipulation that the 50-ft pole sign consists of a masonry base.

PUBLIC COMMENTS

- 7. Any individual desiring to address the Planning and Zoning Commission regarding the DIRECTOR'S REPORT or ANY OTHER MATTER not listed on the Agenda shall be allowed to speak for a length of time not to exceed three (3) minutes on a first-come, first-served basis. Citizens addressing the Planning and Zoning Commission through a translator will be allowed six (6) minutes.**

There were no public comments.

Chairwoman Shepard called the meeting adjourned at 7:50 P.M.

Chairwoman Yolanda Shepard



T E X A S

Real. Texas. Service.

PLANNING AND ZONING DIVISION

FILE NUMBER: PL0518-0070
REQUEST FOR: Final Plat
CASE MANAGER: Garrett Langford, Manager of Planning and Zoning

PUBLIC HEARINGS

Planning and Zoning Commission: Monday, June 22, 2020

GENERAL INFORMATION

Applicant: Westwood Professional Services, Inc. on behalf of Bloomfield Homes.
Requested Action: Final Plat of Hagan Hill Phase 3 (102 Residential Lots)
Location: Shanoon Loop and Lumley Road

SITE BACKGROUND

Size: 16.417 +/- acres
Zoning: Planned Development – Single Family Residential No. 3783
Future Land Use: Low Density Residential and Public/Semi-Public

Table with 2 columns: ZONING and LAND USE. Rows include NORTH, SOUTH, EAST, and WEST with corresponding zoning and land use descriptions.

CASE SUMMARY

The applicant is seeking approval of the plat for the Hagan Hill Phase 3 Addition; a 16-acre proposed single-family development. As depicted on the plat, Hagan Hill Phase 3 will include a total of 102 single-family lots, two HOA lots, and one lot for a future Mesquite ISD elementary school. The proposed lots meet the minimum requirements of the Planned Development Ordinance No. 3783 approved by City Council in 2005. Staff reviewed the plat and finds that it meets all applicable requirements.

CONCLUSIONS

ANALYSIS

Chapter 212 of Texas Local Government Code states that the Planning and Zoning Commission shall approve a plat when it satisfies all applicable regulations, which includes the Mesquite Zoning Ordinance and the Mesquite Subdivision Ordinance. The proposed Plat complies with the City's zoning and subdivision ordinances.

RECOMMENDATIONS

Staff recommends the Planning and Zoning Commission approve the Final Plat for Hagan Hill Phase 3.

ATTACHMENTS

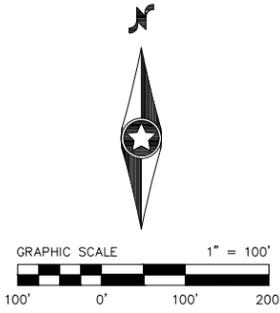
1. Aerial Map
2. Final Plat

Aerial Map

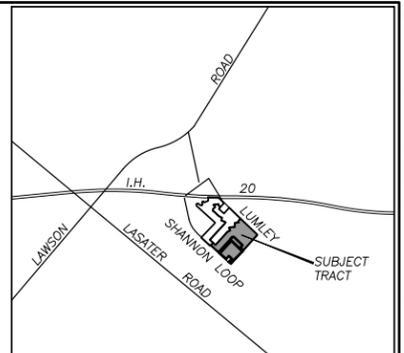


Hagan Hill Phase 3





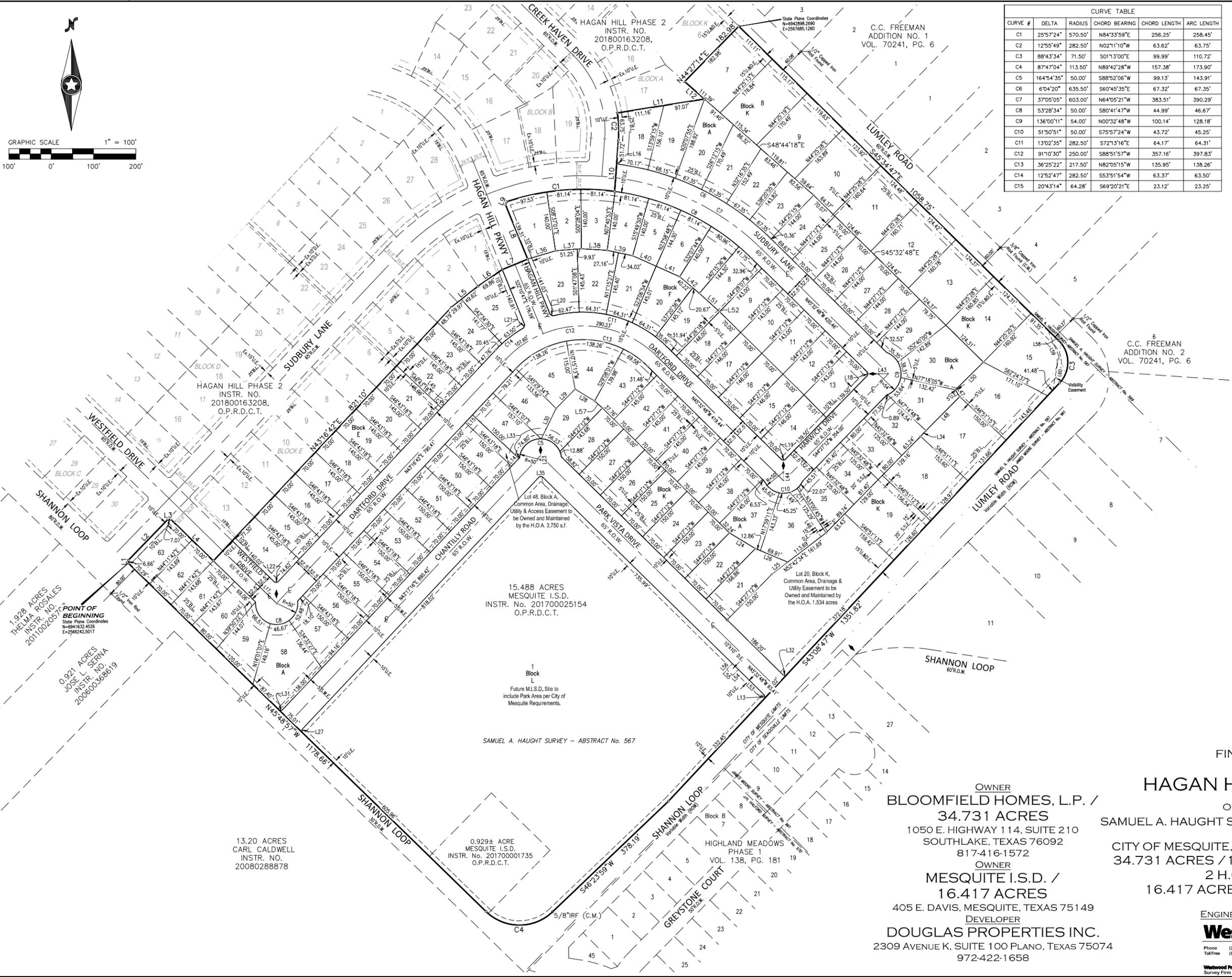
CURVE TABLE					
CURVE #	DELTA	RADIUS	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C1	25°57'24"	570.50'	N84°33'59"E	256.25'	258.45'
C2	12°55'49"	282.50'	N02°11'10"W	63.62'	63.75'
C3	88°43'34"	71.50'	S01°13'00"E	99.99'	110.72'
C4	87°47'04"	113.50'	N89°42'28"W	157.38'	173.90'
C5	164°54'35"	50.00'	S88°52'06"W	99.13'	143.91'
C6	6°04'20"	635.50'	S60°45'35"E	67.32'	67.35'
C7	37°05'05"	603.00'	N64°05'21"W	383.51'	390.29'
C8	53°28'34"	50.00'	S80°41'47"W	44.99'	46.67'
C9	136°00'11"	54.00'	N00°32'48"W	100.14'	128.18'
C10	51°50'51"	50.00'	S75°57'24"W	43.72'	45.25'
C11	13°02'35"	282.50'	S72°13'16"E	64.17'	64.31'
C12	91°10'30"	250.00'	S88°51'57"W	357.16'	397.83'
C13	36°25'22"	217.50'	N82°05'15"W	135.95'	138.26'
C14	12°52'47"	282.50'	S53°51'54"W	63.37'	63.50'
C15	20°43'14"	64.28'	S69°20'21"E	23.12'	23.25'



LEGEND

○	5/8" IRON ROD WITH YELLOW PLASTIC CAP
STAMPED "WESTWOOD PS" SET	
P.R.D.C.T.	PLAT RECORDS, DALLAS COUNTY, TEXAS
D.R.D.C.T.	DEED RECORDS, DALLAS COUNTY, TEXAS
B.L.	BUILDING LINE
D.E.	DRAINAGE EASEMENT
U.E.	UTILITY EASEMENT
C.M.	CONTROLLING MONUMENT
S.W.E.	SCREENING WALL EASEMENT
S.S.E.	SANITARY SEWER EASEMENT
R.O.W.	RIGHT-OF-WAY
U.&D.E.	UTILITY AND DRAINAGE EASEMENT
INSTR. NO.	INSTRUMENT NUMBER
VOL. PG.	VOLUME PAGE
○	POINT OF CURVATURE / TANGENCY
—	STREET NAME CHANGE
H.O.A.	HOME OWNER'S ASSOCIATION

LINE TABLE			LINE TABLE		
LINE #	LENGTH	BEARING	LINE #	LENGTH	BEARING
L1	6.66'	N00°48'18"W	L31	7.01'	S88°43'53"W
L2	134.00'	N44°11'42"E	L32	6.99'	N88°47'59"E
L3	7.07'	N89°11'42"E	L33	2.35'	N43°16'42"E
L4	140.05'	S45°48'18"E	L34	16.09'	N43°49'08"E
L5	79.60'	N51°36'01"E	L35	7.00'	N88°51'57"E
L6	69.86'	N55°22'26"E	L36	68.79'	N73°27'51"E
L7	65.00'	N67°49'13"E	L37	51.25'	N85°27'27"E
L8	139.31'	N22°10'47"W	L38	61.18'	S86°23'36"E
L9	6.85'	N24°34'43"E	L39	61.18'	S78°14'39"E
L10	121.81'	N04°16'44"E	L40	61.02'	N66°03'52"W
L11	208.23'	N80°55'44"E	L41	61.02'	N65°58'34"W
L12	62.42'	N48°44'18"W	L42	40.22'	S49°45'58"E
L13	7.15'	S01°12'01"E	L43	24.33'	S89°27'12"W
L14	25.00'	N43°16'42"E	L44	20.61'	N00°32'48"W
L15	25.00'	N43°16'42"E	L45	123.66'	S46°43'18"E
L16	7.26'	N39°08'33"W	L46	97.65'	N33°00'09"W
L17	177.52'	N45°48'18"W	L47	18.82'	N33°06'45"W
L18	7.07'	N00°32'48"W	L48	113.09'	N44°50'34"E
L19	7.07'	N89°27'12"E	L49	14.63'	S45°32'37"E
L20	7.50'	S63°34'15"E	L50	93.17'	N45°16'18"E
L21	7.49'	N19°18'58"E	L51	64.13'	N47°43'36"W
L22	7.01'	N88°44'12"E	L52	0.04'	N47°43'36"W
L23	10.72'	N01°08'03"W	L53	86.66'	N45°32'48"W
L24	72.00'	N59°05'28"W	L54	19.17'	S44°27'12"W
L25	48.00'	N52°42'34"E	L55	20.00'	N45°32'48"W
L26	82.77'	S67°16'23"E	L56	19.17'	S44°27'12"W
L27	7.13'	S01°16'07"E	L57	25.16'	N47°55'36"W
L28	53.79'	S58°51'01"E	L58	35.59'	N45°34'47"W
L29	63.66'	S44°34'49"W	L59	68.02'	N22°26'16"W
L30	80.00'	S26°08'29"W	L60	80.35'	N10°19'43"E



C.C. FREEMAN ADDITION NO. 2 VOL. 70241, PG. 6

C.C. FREEMAN ADDITION NO. 1 VOL. 70241, PG. 6

15.488 ACRES MESQUITE I.S.D. INSTR. No. 201700025154 O.P.R.D.C.T.

0.929± ACRE MESQUITE I.S.D. INSTR. No. 201700001735 O.P.R.D.C.T.

13.20 ACRES CARL CALDWELL INSTR. NO. 20080288878

1.928 ACRES THELMA ROSALES INSTR. NO. 20110020571

0.921 ACRES JOSE L. SERVA INSTR. NO. 200600368619

Future M.J.S.D. Site to include Park Area per City of Mesquite Requirements.

FINAL PLAT OF
HAGAN HILL PHASE 3
 OUT OF THE
 SAMUEL A. HAUGHT SURVEY, ABSTRACT NO. 567
 IN THE
 CITY OF MESQUITE, DALLAS COUNTY, TEXAS,
 34.731 ACRES / 102 RESIDENTIAL LOTS
 2 H.O.A. LOTS
 16.417 ACRES / SCHOOL SITE

OWNER
BLOOMFIELD HOMES, L.P. /
 34.731 ACRES
 1050 E. HIGHWAY 114, SUITE 210
 SOUTHLAKE, TEXAS 76092
 817-416-1572
 OWNER
MESQUITE I.S.D. /
 16.417 ACRES
 405 E. DAVIS, MESQUITE, TEXAS 75149
 DEVELOPER
DOUGLAS PROPERTIES INC.
 2309 AVENUE K, SUITE 100 PLANO, TEXAS 75074
 972-422-1658

ENGINEER/SURVEYOR
Westwood
 Phone (214) 473-4640 2740 Dallas Parkway, Suite 280
 TollFree (888) 937-5150 Plano, TX 75093
 westwoods.com
 Survey Firm Number: 10074301

STATE OF TEXAS:
COUNTY OF DALLAS:

OWNER'S CERTIFICATE

WHEREAS Bloomfield Homes, L.P. and Mesquite I.S.D. are the sole owners of a 51.147 acre tract of land situated in the City of Mesquite, Dallas County, Texas, being a part of the Samuel A. Haught Survey, Abstract No. 567, and being a part of a 100.759 acre tract of land conveyed to Bloomfield Homes L.P., by deed recorded in instrument No. 201400134300, of the Official Public Records, Dallas County, Texas, and being the 15.488 acre tract of land conveyed to Mesquite I.S.D. by deed of record in Instrument No. 201700025154, of said Official Public Records, and being the same tract of land conveyed to Mesquite I.S.D. by deed of record in Instrument No. 201700001735, of said Official Public Records, said 51.147 acre tract being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod with yellow cap stamped "Westwood, PS" found at the south end of a corner clip in the intersection between the northeast right-of-way line of Shannon Loop (80-foot right-of-way) with the southeast line of Sudbury Lane (65-foot right-of-way), and being in the southeast line of Hagan Hill Phase 2, an addition to the City of Mesquite, Dallas County, Texas, according to the plat thereof recorded in instrument No. 201800163208, Official Public Records, Dallas County, Texas;

THENCE with the said southeast line of Hagan Hill Phase 2, the following courses and distances:

North 00 degrees 48 minutes 18 seconds West, along said corner clip, a distance of 6.66 feet to a found 5/8 inch iron rod with yellow cap stamped "Westwood, PS" in the said southeast line of Sudbury Lane;

North 44 degrees 11 minutes 42 seconds East, continuing along the said southeast right-of-way line of Sudbury Lane, a distance of 134.00 feet to a found 5/8 inch iron rod with yellow cap stamped "Westwood, PS" at the west end of a corner clip between the said southeast line of Sudbury Lane, with the southwest right-of-way line of Westfield Drive, (65-foot wide right-of-way);

North 89 degrees 11 minutes 42 seconds East, with said corner clip, a distance of 7.07 feet to a set 5/8 inch iron rod with yellow cap stamped "Westwood, PS" in the said southwest line of Westfield Drive;

South 45 degrees 48 minutes 18 seconds East, with the said southwest line of Westfield Drive, a distance of 140.05 feet to a set 5/8 inch iron rod with yellow cap stamped "Westwood, PS" at the south corner of the southeast terminus of said Westfield Drive;

North 43 degrees 16 minutes 42 seconds East, at 65.00 feet passing the northeast line of said Westfield Drive, a distance of 821.10 feet to a set 5/8 inch iron rod with yellow cap stamped "Westwood, PS";

North 51 degrees 36 minutes 01 seconds East, a distance of 79.60 feet to a set 5/8 inch iron rod with yellow cap stamped "Westwood, PS";

North 55 degrees 22 minutes 26 seconds East, a distance of 69.86 feet to a set 5/8 inch iron rod with yellow cap stamped "Westwood, PS" to the south corner of the southeast terminus of Hagan Hill Parkway, a 65-foot right-of-way;

North 67 degrees 49 minutes 13 seconds East, along said southeast terminus of Hagan Hill Parkway, a distance of 65.00 feet to a set 5/8 inch iron rod with yellow cap stamped "Westwood, PS" to the east corner of said Hagan Hill Parkway;

North 22 degrees 10 minutes 47 seconds West, with the northeast right-of-way line of said Hagan Hill Parkway, a distance of 139.31 feet to a set 5/8 inch iron rod with yellow cap stamped "Westwood, PS" at the south end of a corner clip between the said northeast line of Hagan Hill Parkway with the said southeast right-of-way line of Sudbury Lane;

North 24 degrees 34 minutes 43 seconds East, with said corner clip, a distance of 6.85 feet to a set 5/8 inch iron rod with yellow cap stamped "Westwood, PS" in the said southeast line of Hagan Hill Parkway, at the east corner of said corner clip;

Along said southeast line of Sudbury Lane and a non-tangent curve to the right having a radius of 570.50 feet and an arc length of 258.45 feet (chord bears North 84 degrees 33 minutes 59 seconds East, 256.25 feet) to a set 5/8 inch iron rod with yellow cap stamped "Westwood, PS" at the intersection of the said southeast line of Sudbury Lane, with the east right-of-way line of Creekhaven Drive, (a 65-foot right-of-way);

North 04 degrees 16 minutes 44 seconds East, with the east line of said Creekhaven Drive, a distance of 121.81 feet to a set 5/8 inch iron rod with yellow cap stamped "Westwood, PS";

Along said east line of Creekhaven Drive and a curve to the left having a radius of 282.50 feet and an arc length of 63.75 feet (chord bears North 02 degrees 11 minutes 10 seconds West, 63.62 feet) to a set 5/8 inch iron rod with yellow cap stamped "Westwood, PS";

North 80 degrees 55 minutes 44 seconds East, leaving said east line of Creekhaven Drive, a distance of 208.23 feet to a set 5/8 inch iron rod with yellow cap stamped "Westwood, PS";

North 48 degrees 44 minutes 18 seconds West, a distance of 62.42 feet to a set 5/8 inch iron rod with yellow cap stamped "Westwood, PS";

North 44 degrees 27 minutes 14 seconds East, a distance of 182.98 feet to the southwest right-of-way line of Lumley Road (60 foot right-of-way) a set 5/8 inch iron rod with yellow cap stamped "Westwood, PS" at the east corner of said Hagan Hill Phase 2;

THENCE with the said southwest line and the northwest line of Lumley Road, the following courses and distances:

South 45 degrees 34 minutes 47 seconds East, a distance of 1058.75 feet to a set 5/8 inch iron rod with yellow cap stamped "Westwood, PS";

Along a curve to the right having a radius of 71.50 feet and an arc length of 110.72 feet (chord bears South 01 degrees 13 minutes 00 seconds East, 99.99 feet) to a set 5/8 inch iron rod with yellow cap stamped "Westwood, PS";

South 43 degrees 08 minutes 47 seconds West, with the northwest right-of-way line of said Lumley Road, a distance of 1,351.82 feet to a set 5/8 inch iron rod with yellow cap stamped "Westwood, PS";

THENCE South 46 degrees 23 minutes 59 seconds West, with the northwest right-of-way line of said Shannon Loop, a distance of 378.19 feet to a 5/8" iron rod found;

THENCE with the said northwest line and the northeast line of Shannon Loop, the following courses and distances:

Along a curve to the right having a radius of 113.50 feet, passing at an arc distance of 167.07 feet the south corner of said Mesquite I.S.D. tract, continuing in all a total arc length of 173.90 feet (chord bears North 89 degrees 42 minutes 28 seconds West, 157.38 feet) to a 5/8" iron rod found;

North 45 degrees 48 minutes 57 seconds West with the said west right-of-way line of Shannon Loop, a distance of 1,178.66 feet to the POINT-OF-BEGINNING, containing 2,227,975 square feet or 51.147 acres of land.

CITY OF MESQUITE

MAINTENANCE AGREEMENT FOR DRAINAGE FACILITIES

The Hagan Hill Home Owner's Association agrees to perpetually maintain the drainage facilities within the drainage, floodplain and maintenance easements shown on this plat as follows:

The Hagan Hill Home Owner's Association agrees to maintain in good structural condition and repair all drainage pipes, including reinforced concrete pipe (RCP) and other drainage piping material. The Hagan Hill Home Owner's Association agrees to repair any defects in the storm drainage piping system, including leaking pipe joints, deflection of flexible pipe diameter in excess of 5% pipe structural failure, or other defects that might impair the hydraulic capacity or structural soundness of the drainage system. The Hagan Hill Home Owner's Association agrees to repair any drainage pipe defects within 30 days after recognition of the problem via inspection by the Hagan Hill Home Owner's Association, and/or the City of Mesquite.

The Hagan Hill Home Owner's Association agrees to maintain, repair and remove obstructions in the storm drainage inlet and outlet structures, including but not limited to grate inlets, curb inlets, catch basins, Y-inlets, and headwalls. The Hagan Hill Home Owner's Association agrees to repair any defects in the storm drainage inlet or outlet structures and remove obstructions that might impair the hydraulic capacity or structural soundness of the drainage system. The Hagan Hill Home Owner's Association agrees to repair any drainage inlet or outlet structural defects and remove obstructions within 30 days after recognition of the problem via inspection by the Hagan Hill Home Owner's Association, and/or the City of Mesquite.

The Hagan Hill Home Owner's Association agrees to maintain and repair concrete channel lining, pilot channels, rock rip-rap, gabions or any other channel lining material and to repair any defects in the channel lining material including undermining, excessive cracking and settlement, structural failure, or other defects that might impair the hydraulic capacity or structural soundness of the drainage system. Rock rip-rap washed downstream will be replaced as needed to maintain the rock layer thickness as designed. The Hagan Hill Home Owner's Association agrees to repair any defects in the channel lining within 30 days after recognition of the problem via inspection by the Hagan Hill Home Owner's Association, and/or the City of Mesquite.

The Hagan Hill Home Owner's Association agrees to maintain and repair channels, ditches and detention or retention ponds and to repair erosion in same by backfilling the eroded area and re-establishing protective vegetation or by armoring the eroded area with gabions, rock rip-rap, concrete or other material approved by the City Engineer. The Hagan Hill Home Owner's Association agrees to repair any eroded areas in the channels, ditches and detention or retention ponds within 30 days after recognition of the problem via inspection by the Hagan Hill Home Owner's Association, and/or the City of Mesquite.

Channels, ditches and detention or retention ponds will be inspected monthly by the Hagan Hill Home Owner's Association to determine vegetation removal maintenance. Removal of willows, cottonwoods or other "woody" vegetation from channels, ditches, detention ponds and retention ponds shall be done at least once a year. Ditches, earthen channels and detention or retention ponds shall be mowed as frequently as required to prevent grassy vegetation from exceeding a height of more than one foot.

Channels, ditches, detention or retention ponds, inlet and outlet structures and drainage piping will be inspected for debris, trash and sediment accumulation at least once a year. The accumulated debris, trash or sediment will be removed as needed to insure the designed hydraulic capacity of the drainage system, with sediment accumulations in detention ponds updated: October 28, 2008 Updated: October 28, 2008 not to exceed 18-inches before removal is required. Trash or debris shall not be allowed to accumulate and shall be removed within 30 days after recognition of the problem via inspection by the Hagan Hill Home Owner's Association, and/or the City of Mesquite.

The Hagan Hill Home Owner's Association or a representative agent agrees to inspect all drainage facilities every 90 days to identify any obstructions or structural problems, complete a written inspection report, and take the actions necessary to remove obstructions and repair structural problems within 30 days. A copy of the inspection report will be forwarded to Engineering Division within 10 days of the inspection."

Hagan Hill Home Owner's Association agrees to maintain access to the drainage system within the drainage, floodway and maintenance easements for maintenance and inspection.

All references in this maintenance agreement to repairs to be made "within 30 days" shall mean that the Hagan Hill Home Owner's Association shall commence repairs within 30 days after recognition of the problem via inspection by the Hagan Hill Home Owner's Association, and/or the City of Mesquite. The Hagan Hill Home Owner's Association shall diligently work to complete such repairs.

CITY OF MESQUITE

Tax Status
Paid _____ Unpaid _____

Manager of Collections

To the County Clerk of Dallas County:

"This plat approved subject to all platting ordinances, rules, regulations and resolutions of the City of Mesquite, Texas."

Under ordinance adopted by the City of Mesquite on September 3, 1973, the approval of this plat by the City of Mesquite is automatically terminated after the _____ day of _____, 20____, and unless this plat is presented for filing on or before said date, it should not be accepted for filing.

BY _____ Commission Officer

Attest _____ Secretary

OWNER'S DEDICATION

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That BLOOMFIELD HOMES, L.P., acting herein by and through its duly authorized officer do hereby adopt this plat designating the herein-described property as HAGAN HILL PHASE 3, an addition to the City of Mesquite, Texas, and do hereby dedicate to the public use forever the streets and alleys shown thereon. The easements shown thereon are hereby reserved for the purposes as indicated and shall be open to fire, police and all public and private utilities for each particular use. The maintenance of paving on all easements is the responsibility of the property Hagan Hill Home Owner's Association. No buildings, fences, trees, shrubs or other improvements shall be constructed, reconstructed or placed upon, over or across the easements as shown. Said easements being hereby reserved for the mutual use and accommodation of all public utilities using, or desiring to use same. All and any public utility shall have the full right to remove and keep removed all or parts of any buildings, fences, trees, shrubs or other improvements or growths which in any way may endanger or interfere with the construction, maintenance and efficiency of its respective system on the easements and all public utilities shall at all times have the full right of ingress and egress to or from and upon said easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and addition to or removing all or parts of its respective system without the necessity at any time of procuring the permission of anyone. Any public utility shall have the right of ingress and egress to private property for the purpose of reading meters and any maintenance and service required or ordinarily performed by that utility.

All utility easements shall also include additional area of working space for construction and maintenance of the public water and sanitary sewer systems. Additional easement area is also conveyed for installation and maintenance of manholes, cleanouts, fire hydrants, water services from the main to and including the meters and boxes, sewer laterals from the main to the curb or pavement line, and the descriptions of such additional easements herein granted shall be determined by their locations as installed.

This plat approved subject to all platting ordinances, rules, and regulations of the City of Mesquite, Texas.

WITNESS OUR HAND this the _____ day of _____, 2020.

BLOOMFIELD HOMES, L.P.
a Texas limited partnership

By: BLOOMFIELD PROPERTIES, INC.
a Texas corporation, GENERAL PARTNER

By: DONALD J. DYKSTRA, President

MESQUITE I.S.D.

By:
Name: _____
Title: _____

STATE OF TEXAS:
COUNTY OF TARRANT:

BEFORE ME, the undersigned, a Notary Public in and for said County and State on this day personally appeared DONALD J. DYKSTRA, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 2020.

NOTARY PUBLIC, DALLAS COUNTY, TEXAS
MY COMMISSION EXPIRES: _____

STATE OF TEXAS:
COUNTY OF TARRANT:

BEFORE ME, the undersigned, a Notary Public in and for said County and State on this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 2020.

NOTARY PUBLIC, DALLAS COUNTY, TEXAS
MY COMMISSION EXPIRES: _____

SURVEYOR'S CERTIFICATE

STATE OF TEXAS:
COUNTY OF COLLIN:

I, Jason B Armstrong, Registered Professional Land Surveyor for Westwood, do hereby certify that the plat shown hereon accurately represents the results of an on-the-ground survey made in May 2015, under my direction and supervision, and further certify that all corners are as shown thereon, and that said plat has been prepared in accordance with the platting rules and regulations of the City of Mesquite, Texas;

WITNESS MY HAND AT MESQUITE, TEXAS this the _____ day of _____, 2020.

Jason B. Armstrong
Registered Professional Land Surveyor No. 5557

STATE OF TEXAS:
COUNTY OF COLLIN:

BEFORE ME, the undersigned, a Notary Public in and for said County and State on this day personally appeared JASON B. ARMSTRONG, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 2020.

NOTARY PUBLIC, DALLAS COUNTY, TEXAS
MY COMMISSION EXPIRES: _____

Table with columns: BLOCK A, LOT, ACREAGE, SQ.FT. Rows 18-63.

Table with columns: BLOCK E, LOT, ACREAGE, SQ.FT. Rows 14-25.

Table with columns: BLOCK K, LOT, ACREAGE, SQ.FT. Rows 7-29.

Table with columns: BLOCK L, LOT, ACREAGE, SQ.FT. Row 1.

FINAL PLAT
OF
HAGAN HILL PHASE 3
OUT OF THE
SAMUEL A. HAUGHT SURVEY, ABSTRACT NO. 567
IN THE
CITY OF MESQUITE, DALLAS COUNTY, TEXAS,
34.731 ACRES / 102 RESIDENTIAL LOTS
2 H.O.A. LOTS
16.417 ACRES / SCHOOL SITE
OWNER
BLOOMFIELD HOMES, L.P. /
34.731 ACRES
1050 E. HIGHWAY 114, SUITE 210
SOUTHLAKE, TEXAS 76092
817-416-1572
OWNER
MESQUITE I.S.D. /
16.417 ACRES
405 E. DAVIS, MESQUITE, TEXAS 75149
DEVELOPER
DOUGLAS PROPERTIES INC.
2309 AVENUE K, SUITE 100 PLANO, TEXAS 75074
972-422-1658

ENGINEER/SURVEYOR

Westwood

Phone (214) 473-4640 2740 Dallas Parkway, Suite 280
Toll Free (888) 937-6150 Plano, TX 75093
westwoodps.com

Westwood Professional Services, Inc.
Survey Firm Number: 10074301



PLANNING AND ZONING DIVISION

FILE NUMBER: Z0620-0141
REQUEST FOR: Planned Development Zoning Change
CASE MANAGER: John Chapman, Planner

PUBLIC HEARINGS

Planning and Zoning Commission: Monday, June 22, 2020
 City Council: Monday, July 20, 2020

GENERAL INFORMATION

Applicant: City of Mesquite
Requested Action: Zoning Change from AG – Agricultural to Planned Development Agricultural for a single family residential development developed to the standards of Resolution No. 2019-39.
Location: Generally located southwest of FM 2932 and County Road 214.

SITE BACKGROUND

Platting: Property is currently unplatted and will require to be platted
Size: 363 acres
Zoning: AG – Agricultural
Future Land Use: NA
Zoning History: 2019 – Development Agreement (Resolution No. 2019-39)
 2020 – Annexed in City and zoned AG - Agricultural

Surrounding Zoning and Land Uses (see attachment 3):

	<u>ZONING</u>	<u>EXISTING LAND USE</u>
NORTH:	Mesquite Extraterritorial Jurisdiction (ETJ)	Undeveloped
SOUTH:	Kaufman County Jurisdiction	Undeveloped
EAST:	Kaufman County Jurisdiction	Low Density Residential
WEST:	Mesquite Extraterritorial Jurisdiction (ETJ)	Low Density Residential

CASE SUMMARY

In May of 2019, the City of Mesquite entered into a Development Agreement (Resolution No. 2019-39) with Oak National Holdings, LLC, regarding approximately 363 acres (subject property) generally located southwest of FM 2932 and southeast of Griffin Lane in Kaufman County, Texas. A development agreement is a contract between the City and the property owner, detailing the obligations of both parties and specifying the standards and conditions that will govern the development of the property. The Development Agreement requires the City to consider zoning of the annexed property as a Planned Development district that allows single-family development at a minimum density of one dwelling unit per net acre. The PD is also to include the Development Standards as defined by Resolution No. 2019-39, and is in a form acceptable to the Owner.

On May 18, 2020, the City annexed the subject property. Per the approved Development Agreement, the developer intends to develop the land for a 269-lot single-family subdivision. All lots are to be a minimum of one acre.

1. The Development Agreement requires the following design standards: Screening of lots backing to FM 2932 consisting of a decorative metal fence and a minimum 10-foot wide landscaped buffer.
2. Entry features identifying the subdivision at all entrances to the subdivision along FM 2932 with landscaping in a manner consistent to the landscaped buffer, as mentioned in point one above.

CONCLUSIONS

ANALYSIS

The Planned Development standards refer to the terms agreed upon within Resolution No. 2019-39, as amended.

RECOMMENDATIONS

Staff recommends rezoning the subject property to Planned Development – Agricultural with the stipulation that the Concept Plan and the Development Standards are consistent with Resolution No. 2019-39.

PUBLIC NOTICE

Staff mailed notices to all property owners within 200 feet of the subject property. As of the date of this writing, Staff has received no returned notices.

ATTACHMENTS

1. Aerial Map
2. Public Notification Map
3. Zoning Map

File No.: Z0620-0141
Zoning Change

4. Exhibit A – Legal Description
5. Exhibit B – Development Standards
6. Resolution No. 2019-39 (Development Standards)

Aerial Map

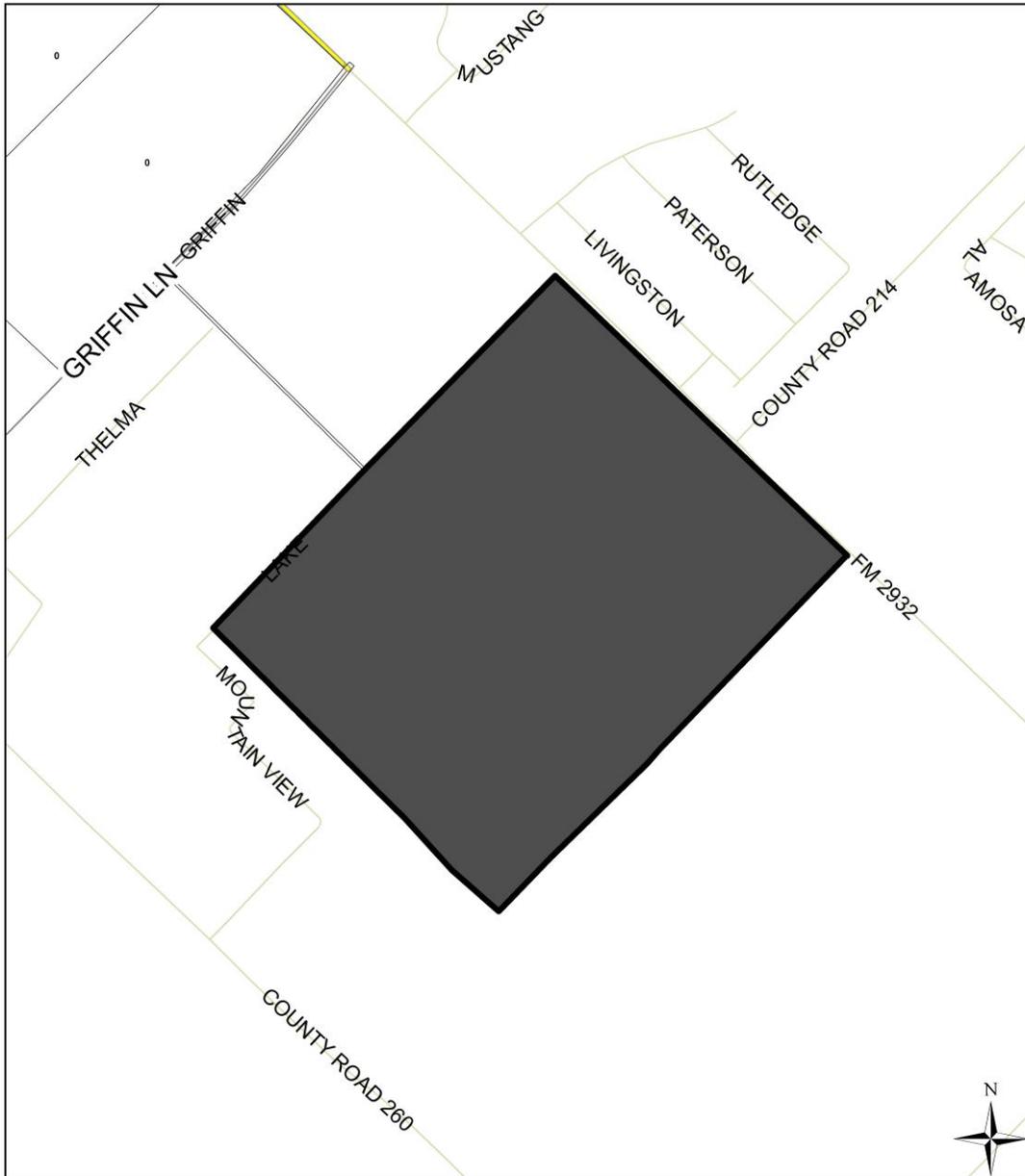


Legend

-  Subject Property
-  Mesquite City Limits
-  Parcels
-  Mesquite Extraterritorial Jurisdiction (ETJ)

ATTACHMENT 2 – PUBLIC NOTIFICATION MAP

Notification Map



Request: Zoning change from Agricultural to Planned Development Agricultural based on Resolution Number 2019-39.
Applicant: City of Mesquite
Location: Generally located southwest of FM 2932 and County Road 214

Legend
■ Subject Property
▨ Noticed Properties

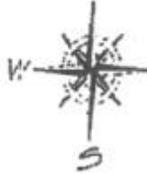
Zoning Map



Legend

- | | |
|--|---------------------------|
| Mesquite City Limits | SINGLE FAMILY RESIDENTIAL |
| Mesquite Extraterritorial Jurisdiction (ETJ) | K-20 FLOATING ZONE |
| AGRICULTURAL | |

ATTACHMENT 4 – EXHIBIT A – LEGAL DESCRIPTION



WARREN SURVEYING
16339 F.M. RD. 849
LINDALE, TEXAS 75771
OFFICE: 903-882-3605 FAX: 903-882-7122
EMAIL: wwarren@suddenlink.net

**363.225 ACRE TRACT
PAGE 1 OF 3**

All that certain lot, tract or parcel of land within the J. Moore Survey, Abstract No. 309, Kaufman County, Texas, and being part of that tract of land in Distribution Deed from Anella Slaughter Bauer, (the "decedent"), Carrol W. Phillips and Richard Blake Rogers, Co-Executors to Richard Slaughter Bauer and recorded in Volume 2674 on Page 243 of the Official Public Records of Kaufman County, Texas, and this 363.225 acre tract being more fully described as follows:

BEGINNING at a 5/8" Iron Rod found at the base of a 4" concrete right-of-way monument, for the East corner of this 363.225 acre tract and being in the Southwest right-of-way of F.M. Road 2932, (100' wide right-of-way) also being the North corner of a called 313-1/2 acre tract (First Tract) in Deed to A.J. Layden, Jr., and Mary Ann Layden, Co-Trustees of the Layden Land Trusts and recorded in Volume 1073 on Page 231;

THENCE South 45 deg. 39 min. 55 sec. West, a distance of 956.71 feet, with the division line of said tracts, to a Nail set in fence;

THENCE South 44 deg. 37 min. 59 sec. West, a distance of 348.24 feet, with the division line of said tracts, to a Nail set in fence;

THENCE South 45 deg. 24 min. 37 sec. West, a distance of 1,658.90 feet, with the division line of said tracts, to a Nail set in fence;

THENCE South 45 deg. 33 min. 57 sec. West, a distance of 349.52 feet, with the division line of said tracts, to a Nail set in fence;

THENCE South 45 deg. 01 min. 12 sec. West, a distance of 499.74 feet, with the division line of said tracts, to a Nail set in fence;

THENCE South 44 deg. 48 min. 08 sec. West, a distance of 283.98 feet, with the division line of said tracts, to a Nail set in fence;

THENCE South 44 deg. 02 min. 07 sec. West, a distance of 293.96 feet, with the Southeast line of same and Northwest line of said 313-1/2 acre tract, to an X-Tie Fence corner found for the South corner of said 363.225 acre tract;

THENCE North 45 deg. 50 min. 17 sec. West, a distance of 292.04 feet, to a fence corner found for a reentrant corner of said 363.225 acre tract;



WARREN SURVEYING
16339 F.M. RD. 849
LINDALE, TEXAS 75771
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EMAIL: wwarren@suddenlink.net

**363.225 ACRE TRACT
PAGE 2 OF 3**

THENCE South 49 deg. 07 min. 57 sec. West, a distance of 19.36 feet, to a fence corner found for a reentrant corner of said 363.225 acre tract and being in the Northeast line of a called 52 acre tract (Second Tract) in Deed to A.J. Layden, Jr., and Mary Ann Layden, Co-Trustees of the Layden Land Trusts and recorded in Volume 1073 on Page 231

THENCE North 45 deg. 43 min. 39 sec. West, a distance of 882.60 feet, with the division line of said tracts, to a 5/8" Iron Rod found for the East corner of Lot 32 of Dallas East Estates as shown for record in Cabinet 1, Envelope 94 of the Plat Records;

THENCE North 44 deg. 29 min. 20 sec. West, a distance of 543.00 feet, to a 2" Iron Pipe found for the East corner of Lot 1 of said Dallas East Estates;

THENCE North 44 deg. 26 min. 26 sec. West, a distance of 1,858.02 feet, with the Southwest line of said 363.225 acre tract and Northeast line of Dallas East Estates to a 1/2" Iron Rod found for the West corner of said 363.225 acre tract and the North corner of Lot 21 of Dallas East Estates, and in the South right-of-way of Lake Street (40' right-of-way);

THENCE North 44 deg. 52 min. 04 sec. East, a distance of 4,402.08 feet, with the Northwest line of said 363.225 acre tract and the Southeast right-of-way of Lake Street and Southeast line of a called 50 acre tract in Deed to Preston W. Henderson, III, in Volume 1245 on Page 781, to a 3/8" Iron Rod found for the North corner of this 363.225 acre tract and East corner of said 50 acre tract, also being in the Southwest right-of-way of F.M. Road 2932;

THENCE South 45 deg. 24 min. 17 sec. East, a distance of 181.90 feet, with the Northeast line of said 363.225 acre tract and Southwest right-of-way of F.M. Road 2932, to a Concrete Monument found;

THENCE South 44 deg. 48 min. 24 sec. East, a distance of 700.75 feet, with the Northeast line of said 363.225 acre tract and Southwest right-of-way of F.M. Road 2932, to a Concrete Monument found;

THENCE South 45 deg. 01 min. 28 sec. East, a distance of 2,100.81 feet, with the Northeast line of said 363.225 acre tract and Southwest right-of-way of F.M. Road 2932, to a Concrete Monument found;

THENCE South 45 deg. 04 min. 22 sec. East, a distance of 622.00 feet, with the Northeast line of said 363.225 acre tract and Southwest right-of-way of F.M. Road 2932, to the POINT OF BEGINNING AND CONTAINING 363.255 ACRES OF LAND.



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363.225 ACRE TRACT
PAGE 3 OF 3

See Map 8183A prepared in conjunction with these field notes. The bearings hereon were derived from TOPCON G.P.S. equipment and oriented to True North. I, Willie H. Warren, Jr., do hereby state that the above field notes were prepared from a survey made under my supervision during the month of September, 2014 and December, 2015.
GIVEN UNDER MY HAND & SEAL, this the 2nd day of December, 2015.

Willie H. Warren, Jr.
Registered Professional Land Surveyor
State of Texas No. 4038



ATTACHMENT 5 – EXHIBIT B – DEVELOPMENT STANDARDS

EXHIBIT B - PLANNED DEVELOPMENT STANDARDS
BASED ON RESOLUTION NO. 2019-39
Z0620-0141 Page 1 of 3

This Planned Development Agricultural (PD-AG) must adhere to all conditions of the Development Agreement approved by Resolution Number 2019-39, as amended. The following regulations provided in said Development Agreement apply to this PD-AG District.

1. The minimum lot size shall be one acre. The minimum lot width shall be 100 feet, and shall be measured at the minimum front yard building setback line. The minimum lot depth shall be 200 feet. The determination of the minimum lot area may include area contained within easements (utility, drainage, or otherwise) located within the boundaries of a platted lot. The minimum front yard building setback shall be 40 feet, measured from the front lot line. The minimum side yard setback shall be 20 feet, measured from the side lot lines. The minimum rear yard building setback shall be 30 feet, measured from the rear lot line. No corner lot shall be considered to have two front yards. For lots adjacent to floodplain or easement boundaries, the front yard setback may be reduced to 30 feet and the rear yard setback to 20 feet.
2. The street shall be a rural street section with side ditches, with a 36-foot wide six-inch concrete pavement section with a thickened edge, on 28-foot wide six-inch lime stabilized subgrade within a 50-foot wide right-of-way. Sheets shall be 4,000 psi concrete, reinforced with No. 4 reinforcing steel at 18-inch centers (both ways). Alleys and sidewalks shall not be required.
3. In accordance with the 2015 International Fire Code with amendments, turnarounds area required for all dead-end access roads having a length of 151 feet to 500 feet and all dead-end access roads having a length of 501 feet to 750 feet. The turnarounds required are either a 120-foot Hammerhead, 60-foot "Y" or a 96-foot diameter cul-de-sac. A dead-end access road greater than 750 feet requires special approval. In accordance with the 2015 International Code with amendments, there shall be no more than 30 dwelling units constructed on a dead-end street.
4. There shall be no maximum or minimum block length.
5. Screening of lots backing to FM 2932 shall consist of a decorative metal fence and a minimum ten-foot wide landscaped buffer. A conceptual screening detail shall be submitted with the preliminary plat application. Wood fences shall be prohibited within an Atmos gas easement.

EXHIBIT B - PLANNED DEVELOPMENT STANDARDS
BASED ON RESOLUTION NO. 2019-39
Z0620-0141 Page 2 of 3

6. Sewer service to each residence may be provided by installing a septic system. Effluent shall not be sprayed into utility easements. Septic systems shall not be installed within the 100-year floodplain.
7. Improvements (or escrows in lieu of improvement) to perimeter streets shall not be required. Dedication of one-half of the right-of-way necessary to widen FM 2932 to a width of 120-feet is required.
8. Owner agrees to provide a drainage plan to the City for approval identifying the 100-year fully developed flood plain in the subdivision. Owner shall design all drainage in the subdivision including bar-ditches and lot to lot drainage for a 100-year event and shall submit such plan to the City for approval. The study of the 100-year fully developed floodplain shall not be submitted to any other jurisdiction authority, including the Federal Emergency Management Agency (FEMA) and therefore is not intended to revise the existing 100-year floodplain as depicted on the FEMA Flood Instance Rate Maps. For purposes of this Development Agreement the 100-year fully developed floodplain study is defined as follows: A hydraulic analysis of the 100-year storm event which includes existing land uses where developed and rural residential land use where undeveloped upstream of the subdivision and within the subdivision includes the use of bar ditches, lot-to-lot drainage, and any proposed detention with the subsequent hydraulic analysis of the drainage conveyance courses which affect area within or immediately adjacent to the subdivision.
9. Platted lots may contain areas located within the 100-year floodplain as long as no permanent structures are constructed within the 100-year fully developed floodplain. All structures shall be constructed such that the lowest living area finished floor elevation, including any basement, is 2-feet or more above the 100-year fully developed floodplain. See paragraph 9 above for the definition of the 100-year fully developed floodplain.
10. Compliance with City landscaping and tree preservation requirements shall not be required.
11. All dwellings shall be constructed with an exterior of at least 90% brick, stone and stucco. The 90% brick, stone and stucco requirement shall not apply to any portion of the façade at or above the roof.
12. Owner shall submit for approval by the City and install entry features identifying the subdivision at all entrances to the subdivision along FM 2932. Entry features shall be

EXHIBIT B - PLANNED DEVELOPMENT STANDARDS
BASED ON RESOLUTION NO. 2019-39
Z0620-0141 Page **3** of **3**

landscaped in a manner consistent with landscape buffer along FM 2932 and shall be maintained by the HOA.

13. Owner shall phase construction of infrastructure and lots to allow for a second point of access from FM 2932 prior to construction of the 31st structure within the development including model homes.

ATTACHMENT 6 – RESOLUTION NO. 2019-39 (DEVELOPMENT AGREEMENT)

APPROVED BY CITY COUNCIL

DATE 5.20.19

AGENDA ITEM NO. 8

DEVELOPMENT AGREEMENT

This Development Agreement (“Agreement”) is executed between Oak National Holdings, LLC (“Owner”), a Texas limited liability corporation, and the City of Mesquite, Texas (“City”), a Texas home-rule municipal corporation, effective as of ~~May 23~~ ^{June 13} 2019 (“Effective Date”). Owner and City are sometimes individually referred to as a “Party” and collectively as the “Parties.”

ARTICLE I
RECITALS

WHEREAS, Owner is the owner of the real property located in Kaufman County, Texas and described by metes and bounds on Exhibit A and depicted on Exhibit B (the “Property”); and

WHEREAS, Owner desires to develop the Property with the construction of approximately 250 single-family homes on one (1) acre tracts (the “Project”); and

WHEREAS, all of the Property is currently located partially within the City’s extraterritorial jurisdiction (“ETJ”) and partially within the ETJ of the City of Talty, Texas (“Talty”), a general law municipal corporation, but is not within the corporate limits or ETJ of any other municipality; and

WHEREAS, the Parties desire that the entirety of the Property be within the ETJ of the City; and

WHEREAS, the City and Talty are engaged in discussions to adjust ETJ boundaries such that Talty will release to the City that portion of the Property currently in the ETJ of Talty and the City will release to Talty other land area currently in the ETJ of the City; and

WHEREAS, if the City and Talty complete adjustment of their boundaries, the Parties intend for the entirety of the Property to be annexed into the City on or before January 31, 2020 and, pursuant to Section 212.172 of the Texas Local Government Code, be developed within the corporate limits of the City in accordance with this Agreement; and

WHEREAS, if the City and Talty do not complete adjustment of their boundaries, the Parties intend for the City have the right to annex that portion of the Property within the City’s ETJ on or before January 31, 2020 and, pursuant to Section 212.172 of the Texas Local Government Code, be developed within the corporate limits of the City in accordance with this Agreement; and

WHEREAS, if the City and Talty do not complete adjustment of their ETJ boundaries and no portion of the Property is annexed into the corporate limits of the City by January 31, 2020, the Parties intend that, pursuant to Section 212.172 of the Texas Local Government Code, all parts of the Property within the City’s ETJ shall be developed within the City’s ETJ and subject to the City’s exclusive jurisdiction to regulate subdivision plats in the ETJ pursuant to Section 242.001(a)(3) of the Texas Local Government Code and the applicable terms of this Agreement; and

DEVELOPMENT AGREEMENT.190507.2

I

WHEREAS, the Talty Special Utility District ("Talty SUD") holds the Certificate of Convenience and Necessity ("CCN") to provide retail water service to the Property; and

WHEREAS, the Parties desire for the City to provide retail water service to the Property and Owner consents to and supports efforts of the City to be the retail provider of water service to the Property; and

WHEREAS, the Parties have the authority to enter into this Agreement pursuant to the City's general contracting authority and pursuant to Section 212.171 *et seq.* of the Texas Local Government Code.

NOW, THEREFORE, for and in consideration of the mutual covenants of the Parties set forth in this Agreement, and for other good and valuable consideration the receipt and adequacy of which are acknowledged and agreed to by the Parties, the Parties agree as follows:

ARTICLE II
ETJ BOUNDARY ADJUSTMENT

Owner consents to and will support the efforts of the City, at no cost to Owner, to complete an adjustment of ETJ boundaries with Talty that includes Talty releasing to the City that portion of the Property currently in the ETJ of Talty. Such support by Owner includes providing a letter of support from Owner for such boundary adjustment and Owner attending meetings as requested by City and such other reasonable actions City may request.

ARTICLE III
ANNEXATION AND DEVELOPMENT MATTERS

3.1 Consent to Full-Purpose Annexation.

(a) Upon full execution of this Agreement, Owner consents to the City's full-purpose annexation of the Property, or portion thereof, into the City's corporate limits, which consent shall be irrevocable through and including 11:59 p.m. on January 31, 2020. Provided the City and Talty complete an adjustment of ETJ boundaries that results in the entirety of the Property being in City's ETJ, then the City shall have the right, but not the obligation, to full-purpose annex the entirety of the Property. Should City and Talty not complete the ETJ boundary adjustment, City has the right, but not the obligation, to full-purpose annex that portion of the Property in the City's ETJ. Accordingly, **OWNER AND ALL FUTURE OWNERS OF THE PROPERTY (INCLUDING END BUYERS) AND DEVELOPERS IRREVOCABLY AND UNCONDITIONALLY CONSENT TO THE FULL-PURPOSE ANNEXATION OF THE PROPERTY, OR PORTION THEREOF, INTO THE CORPORATE LIMITS OF THE CITY IN ACCORDANCE WITH THIS AGREEMENT AND WAIVE ALL OBJECTIONS AND PROTESTS TO SUCH ANNEXATION. THIS AGREEMENT SHALL SERVE AS THE PETITION OF OWNER AND ALL FUTURE OWNERS AND DEVELOPERS TO THE FULL-PURPOSE ANNEXATION OF THE PROPERTY AND THE IRREVOCABLE AND UNCONDITIONAL CONSENT OF THE OWNER TO THE CITY'S**

ANNEXATION OF THE PROPERTY IN ACCORDANCE WITH THIS AGREEMENT. THIS COVENANT SHALL RUN WITH THE LAND AND SHALL BE BINDING ON ALL PRESENT AND FUTURE OWNERS AND DEVELOPERS. For the purposes of this Agreement, an "End Buyer" is a purchaser of a fully developed and improved lot within the Property.

(b) Within one (1) business day of execution of this Agreement, Owner shall:
(a) file in the deed records of Kaufman County, Texas Deed Restrictions (the "Restrictions") on the entirety of the Property in the form attached hereto as Exhibit C; and (b) provide City with a file-marked copy of the Restrictions. **The filing and recording of the Restrictions is a condition precedent to City's performance of any and all obligations of City contained in this Agreement.**

3.2 Withdrawal of Consent to Full-Purpose Annexation. If the City has not annexed the Property, or any portion thereof, into the City's corporate limits on or before 11:59 p.m. on January 31, 2020, then Owner and any future owner of the Property may withdraw the consent to the City's full-purpose annexation of the Property by providing City notice of such withdrawal by personal delivery as provided herein and terminating the Restrictions. Owner's consent to City's full-purpose annexation in Section 3.1 remains valid and binding until such time as City is notified by personal delivery of a withdrawal of consent. Any delivery occurring after 5:00 p.m. shall be considered received on the next business day.

3.3 No End Buyer Transfers. Owner covenants and agrees not to convey or otherwise transfer any interest in any part of the Property to an End Buyer on or before January 31, 2020.

3.4 City Services. Provided the Property, or a portion thereof, is annexed by City, Owner agrees to the provision of services by the City consistent with the terms of this Agreement and as will be set forth in an annexation service plan to which the Parties will mutually agree. The service plan shall be considered a binding, and mutually agreed upon, contractual obligation between the City and the Owner. If the Property is not annexed by the City, City is not obligated to provide any services required by this Section 3.4 and the annexation service plan.

3.5 Zoning of the Property. Provided the Property, or a portion thereof, is annexed by the City, the City agrees to consider zoning the annexed Property as a planned development district that allows single-family development at a minimum density of one dwelling unit per net acre, is otherwise consistent with the Development Standards (hereinafter defined), and is in a form acceptable to Owner (collectively, the "Proposed Zoning of the Property"). Notwithstanding the foregoing, nothing in this Agreement shall be interpreted to require the City to approve zoning of any portion of the Property.

3.6 Development of the Property.

(a) If the City annexes the Property, or portion thereof, and approves the Proposed Zoning of the Property, the Property may be developed in accordance the terms of this Agreement.

(b) Notwithstanding anything to the contrary in this Agreement, if the City annexes the Property, or portion thereof, but does not approve the Proposed Zoning of the Property with conditions acceptable to Owner, the Property may be developed in accordance with the Governing Regulations (hereinafter defined).

(c) Notwithstanding anything to the contrary in this Agreement, if the City does not annex the Property, or a portion thereof, the part of the Property within the City's ETJ may be developed in accordance with the Governing Regulations.

3.7 Mandatory Homeowners Association. If the Property, or portion thereof, is annexed into the City's corporate boundaries, Owner will create a mandatory homeowners association ("HOA"), which HOA shall be required to assess and collect from home owners annual fees in an amount calculated to maintain the open spaces, common areas, right-of-way irrigation systems, raised medians and other right-of-way landscaping, detention areas, drainage areas, including but not limited to bar-ditches and culverts within any street right-of-way, screening walls, retaining walls, lake structures, stock ponds, parks, trails, entry way monuments, amenity center, and any other common improvements or appurtenances not maintained and operated by the City (the "HOA Maintained Improvements"). Common areas, including but not limited to all landscaped entrances to the Property and right-of-way landscaping, and all other HOA Maintained Improvements, shall be maintained solely by the HOA. Maintenance of the HOA Maintained Improvements shall comply with City Code provisions, ordinances, design standards, uniform and international building and construction codes, the Manual (hereinafter defined), and other policies duly adopted by the City, as they exist as of the Effective Date and that they may, from time to time, be amended (collectively "City Regulations") and shall be subject to oversight by the City. The documents creating the HOA shall empower the City to assess a maintenance fee for any and all HOA Maintained Improvement(s) in the event the HOA fails to accomplish its maintenance responsibility and in the event the Property is within the corporate boundaries of the City. Owner shall provide the City with a copy of the documents creating the HOA at the time Owner submits a final plat application that includes property governed by the association so that the City may confirm that the association will be responsible for maintenance of the HOA Maintained Improvements.

ARTICLE IV GOVERNING REGULATIONS

4.1 Governing Regulations. If the Property, or portion thereof, is annexed by the City, Development of the annexed Property shall be governed solely by the following regulations (collectively, the "Governing Regulations"):

(a) The Property will be developed in accordance with the Concept Plan attached hereto as Exhibit D ("Concept Plan"), as amended from time to time in accordance with this Agreement, which plan shall be considered a plan for development as provided for in Texas Local Government Code Section 245.002; and

(b) The Subdivision Regulations and City's Engineering Design Manual ("Manual") of the City in effect as of the Effective Date, except as modified herein;

- (c) All City Regulations, other than the City's zoning ordinance, in effect as of the Effective Date, except as modified herein;
- (d) The building codes in effect on the Effective Date (the "Building Codes");
- (e) The development standards set forth on Exhibit E (the "Development Standards");
- (f) Final plats for portions of the Property that are approved from time to time by the City in accordance with this Agreement (the "Approved Plats");
- (g) Revisions to the Development Standards allowed by this Article IV;
- (h) The Development Processes described in Article V;
- (i) The Development Charges described in Article VI;
- (j) The Public Infrastructure provisions of Article VII; and
- (k) The Retail Utility Service provisions of Article VIII.

The Governing Regulations are exclusive, and no other ordinances, rules, regulations, standards, policies, orders, guidelines, or other City-adopted or City-enforced requirements of any kind (including but not limited to any moratorium adopted by the City after the Effective Date) apply to the development of the Property. Nothing in this section shall be construed to limit in any way the City's rights under Section 245.004 of the Texas Local Government Code.

4.2 Development Standard Revisions. The City Manager of the City may administratively approve the following "minor revisions" to the Development Standards: (a) an increase in the height of any structure by five percent (5%) or less; (b) a setback reduction of ten percent (10%) or less; (c) an increase in lot coverage of five percent (5%) or less; (d) a reduction in off-street parking of five percent (5%) or less; (e) and a reduction in density. The City Council may permit exceptions to strict compliance with the Development Standards when Owner demonstrates, to the reasonable satisfaction of the City Council, that the requested exception: (a) is not contrary to the public interest; (b) does not cause injury to adjacent property; and (c) does not materially adversely affect the quality of development.

4.3 Conflicts

- (a) In the event of a conflict between this Agreement and any of the City Regulations (including the Subdivision Regulations), this Agreement shall control.
- (b) In the event of any conflict between any of the Governing Regulations (other than an Approved Plat) and the Development Standards, the Development Standards shall control.
- (c) In the event of any conflict between any Approved Plat and any of the other Governing Regulations, the Approved Plat shall control.

ARTICLE V
DEVELOPMENT PROCESSES

5.1 **Applicability.** This article applies only to the development of the Property, or portion thereof, within the ETJ or corporate boundaries of the City. "Public Infrastructure" for the purposes of this Agreement shall mean water, wastewater, roads, drainage and other public infrastructure necessary and convenient for the development of the Property, but excluding any on-site sewage disposal systems and facilities ("OSSF") which shall be constructed and maintained in compliance with all rules and regulations of the State of Texas.

5.2 **Jurisdiction.** Pursuant to the authority of Section 242.001(a)(3), Texas Local Government Code, the City shall have and exercise exclusive jurisdiction over the review and approval of: (a) preliminary plats and final plats; (b) the design, construction, installation, and inspection of Public Infrastructure, except as modified by Article VIII of this Agreement; and (c) the construction and occupancy of structures. Kaufman County shall have and exercise no jurisdiction over such matters.

5.3 **Plat Approval.** Development of the Property shall require approval of preliminary plats and final plats by the City in accordance with the Subdivision Regulations, as modified by the Development Standards.

5.4 **Public Infrastructure.** Public Infrastructure shall be designed to comply with the Governing Regulations, and no construction or installation of Public Infrastructure shall begin until plans and specifications have been approved by the City or its designee in accordance with the Subdivision Regulations and Manual, as modified by the Development Standards, which approvals shall not be unreasonably delayed or withheld. All Public Infrastructure shall be constructed and installed in compliance with the Governing Regulations and shall be inspected to determine compliance. Inspections shall be performed by the City's Engineer or his or her designee.

5.5 **Building Permits.** No permanent structure intended for human occupancy (a "Structure") shall be constructed unless a building permit has been issued by the City's building official certifying that the plans and specifications for the Structure are in compliance with the Building Codes and Development Standards. Except as otherwise provided below for model homes, no building permit may be issued for a Structure until completion of all Public Infrastructure that will serve the lot on which the Structure is being constructed. Building permits shall be issued for model homes prior to completion of construction of the Public Infrastructure that will serve the lot on which the model home is being constructed, but only after fire hydrants are in place and activated and paved fire lanes have been constructed to serve the lot on which the model home is being constructed; however, no model home may be sold to any End Buyer until a final plat has been recorded and the construction of all Public Infrastructure necessary to serve that lot has been completed and approved by City. **No building permit may be issued to a builder that does not own land within the Property unless such builder agrees in writing to be bound by this Agreement, including but not limited to the consent to**

full-purpose annexation provided in Section 3.1 above, and delivers a copy of such writing to the City Secretary.

5.6 Certificate of Substantial Completion. Except for model homes, no Structure may be occupied until a certificate of substantial completion has been issued by the City's building official certifying that the Structure has been constructed in compliance with the Governing Regulations. Model homes may be occupied for the sole purpose of sales and marketing and may not be used as a residence; however, no model home may be sold to or occupied by an End Buyer until a certificate of substantial completion has been issued.

5.7 Inspections by the City. The City shall have the right to inspect and enforce compliance and to stop work on the Public Infrastructure or any Structure by the issuance of a "stop-work order" if the City determines that any Public Infrastructure or any Structure is not being constructed in compliance with the Governing Regulations until the non-compliance is corrected. If any inspection conducted by the City determines that any Public Infrastructure or any Structure is not being constructed in compliance with the Governing Regulations, all costs and expenses paid or incurred by the City in exercising its rights under this section shall be paid by the contractor or builder, or by the owner of the property on which the work is being performed. Nothing in this section is intended to create any liability of the City to determine whether any Public Infrastructure or Structure is constructed in accordance with the Governing Regulations.

ARTICLE VI DEVELOPMENT CHARGES

6.1 Applicability. This article applies only to the development of the Property, or portion thereof, within the ETJ or corporate boundaries of the City.

6.2 Impact Fees. In consideration of Owner's obligations in this Agreement, Owner will not be subject to the payment to the City of any impact fees or other capital recovery fees and charges of any kind, and the City shall not collect any impact fees from the Owner in connection with the Property.

6.3 No Park Fees. In consideration of the Owner's obligations in this Agreement and except to the extent that such matters are contained within the City's Inspection Fees (defined below), the City waives, relinquishes, and releases any right it might have under a current or future City ordinance or state law to: (a) assess, levy, or collect fees for park, recreation, and open space facilities and purposes in connection with the development of the Property; and (2) require one or more dedications of land for such purposes in lieu of assessing, levying, and collecting such fees for park recreation, and open space facilities.

6.4 Plan Review, Building Permit and Certificates of Substantial Completion. In consideration of Owner's obligations in this Agreement, Owner will be subject to the payment to the City for fifty percent (50%) of any fees for review of building permit applications, review of construction plans and certificates of substantial completion. All such fees shall be paid by the

builder performing the work or by the owner of the property on which the work is being performed.

6.5 Inspection Fees. In consideration of Owner's obligations in this Agreement, Owner will be subject to the payment to the City for fifty percent (50%) of inspection fees ("Inspection Fees") according to the fee schedule adopted by the City Council at the time of inspection. Inspection Fees shall be paid for by the Owner or the contractor performing the work or by the owner of the property on which the work is being performed.

ARTICLE VII PUBLIC INFRASTRUCTURE

7.1 Public Infrastructure. Owner, at its sole cost, shall design, construct, and install all Public Infrastructure. The City shall have no obligation to pay for any Public Infrastructure. Owner shall not be required to construct or pay for off-site improvements or oversized improvements not expressly described in this Agreement or otherwise necessary to serve the development of the Property.

7.2 INDEMNIFICATION AND HOLD HARMLESS. OWNER (INCLUDING FOR PURPOSES HEREOF ANY SUCCESSOR THERETO OR ASSIGNEE THEREOF, INCLUDING, WITHOUT LIMITATION, A PURCHASER OF ANY PORTION OF THE PROPERTY) AGREES TO RELEASE, DEFEND, HOLD HARMLESS, AND INDEMNIFY THE CITY FROM AND AGAINST ALL THIRD PARTY CLAIMS, SUITS, JUDGEMENTS, DAMAGES, AND DEMANDS (TOGETHER, "CLAIMS") AGAINST THE CITY, INCLUDING REASONABLE ATTORNEY'S FEES AND OTHER COSTS, ARISING OUT OF THE NEGLIGENCE OF OWNER IN CONNECTION WITH THE DESIGN OR CONSTRUCTION OF ANY PUBLIC INFRASTRUCTURE, STRUCTURE, OR OTHER FACILITIES OR IMPROVEMENTS THAT ARE REQUIRED OR PERMITTED BY THE CITY REGULATIONS OR ANY OTHER GOVERNING REGULATIONS AND THAT ARE DEDICATED OR OTHERWISE CONVEYED TO THE CITY.

7.3 Maintenance Bond and Acceptance of Public Infrastructure. This section 7.3 is subject to modifications made in Article VIII of this Agreement. If the Property is annexed by the City, the City shall be the beneficiary of the required two-year maintenance bond the Owner shall provide for all Public Infrastructure. If the City finds that such Public Infrastructure has been completed in accordance with the final plans and specifications approved by the City (or any modifications thereof approved by the City), and in accordance with all other applicable laws and City Regulations, the City shall accept the same whereupon ownership of such improvements shall be transferred to the City and be operated and maintained by the City at its sole expense other than those improvements that the HOA Maintained Improvements. If the Property is not annexed by the City, the City will not accept any Public Infrastructure and shall not be responsible for the maintenance or operation of any Public Infrastructure.

ARTICLE VIII
RETAIL UTILITY SERVICE

8.1 **Retail Water Service.** Talty SUD currently holds the CCN to provide retail water service to the Property. Owner consents to and will support efforts of the City to become the retail provider of water service to the Property at no cost to Owner. Such support by Owner includes providing a letter of support from Owner and Owner attending meetings as requested by City and such other reasonable actions City may request. In the event City does not become the retail provider of water service to the Property, City shall have no obligation to provide water service to the Property.

8.2 **Temporary Water Service.** The Parties agree and understand there may be a period of time during which it may be necessary that the Property be served by Talty SUD. The Parties agree to cooperate in facilitating any such temporary service by Talty SUD with the objective of the City eventually becoming the retail water service provider to the Property.

8.3 **Water Utility Infrastructure.** All water utility infrastructure constructed on the Property shall conform to City Regulations or applicable Talty SUD regulations, whichever are more stringent, unless a variance is obtained in accordance with corresponding City Regulations or Talty SUD regulations.

8.4 **Maintenance Bond and Acceptance of Water Service Public Infrastructure.** If Talty SUD is the initial retail water service provider to the Property, Owner agrees that Talty SUD shall be the beneficiary of a required and assignable two-year maintenance bond the Owner shall provide for all water service Public Infrastructure. In such event, Talty SUD and City may determine whether such water service Public Infrastructure has been completed in accordance with the final plans and specifications approved by the City and Talty SUD (or any modifications thereof approved by the City and Talty SUD), and in accordance with all other applicable laws, City Regulations and Talty SUD regulations (whichever are the more stringent), and Talty SUD may accept the same whereupon ownership of such improvements shall be transferred to Talty SUD and be operated and maintained by Talty SUD at its sole expense. The Parties agree and understand that if the Property, or portion thereof, is annexed by the City, it is the intent of the Parties that City will eventually take ownership of the water service Public Infrastructure in the annexed Property.

ARTICLE IX
CONSTRUCTION PROPERTY SALES TAX

9.1 Owner shall use reasonable efforts to cause the purchase of Construction Property to be situated in the City for sales tax purposes. "Construction Property" means any materials and/or taxable services purchased by Owner, builder or a designee for construction of improvements on the Property.

ARTICLE X
TERM OF AGREEMENT

10.1 The term of this Agreement shall be 15 years after the Effective Date (the "Term"), unless extended or shortened by mutual written agreement of the Parties. The Term shall not be affected by any full-purpose annexation of the Property, or portion thereof, by the City.

ARTICLE XI
EVENTS OF DEFAULT; REMEDIES

11.1 Events of Default. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party is 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 30 days after written notice of the alleged is 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. Notwithstanding the foregoing, however, a Party shall be in default of its obligation to make any payment required under this Agreement if such payment is not made within five (5) business days after it is due.

11.2 Remedies. If a Party is in default, the aggrieved Party may, at its option and without prejudice to any other right or remedy under this Agreement, seek any relief available at law or in equity, including, but not limited to, an action under the Uniform Declaratory Judgment Act, specific performance, mandamus, and injunctive relief. Notwithstanding the foregoing, however, no default under this Agreement shall:

- (a) entitle the aggrieved Party to terminate this Agreement; or
- (b) entitle the aggrieved Party to suspend performance under this Agreement unless the portion of the Property for which performance is suspended is the subject of the default (for example, the City shall not be entitled to suspend its performance with regard to the development of "Tract X" by "Developer A" based on the grounds that Developer A is in default with respect to any other tract or based on the grounds that any other developer is in default with respect to any other tract); or
- (c) adversely affect or impair an obligation of the City to provide water or any other service to any developed portion of the Property, or to any undeveloped portion of the Property unless the undeveloped portion of the Property is the subject of the default;
or
- (d) entitle the aggrieved Party to seek or recover monetary damages of any kind;
or
- (e) limit the Term of this Agreement.

11.3 Governmental Powers; Waivers of Immunity. By its execution of this Agreement, the City does not waive or surrender any of its governmental powers, immunities, or rights except as follows:

(a) The City waives its governmental immunity from suit as to any action brought by a Party to pursue the remedies available under this Agreement, but only to the extent necessary to pursue such remedies. Nothing in this section shall waive any claims, defenses, or immunities that the City has with respect to suits against the City by persons or entities other than a Party to this Agreement nor shall this Article or Agreement be construed to waive any immunities, whether governmental, sovereign, legislative, official, qualified or otherwise, except as clearly set forth in this section.

(b) Nothing in this Agreement is intended to delegate or impair the performance by the City of its governmental functions.

ARTICLE XII ASSIGNMENT AND ENCUMBRANCE

12.1 Assignment by Owner to Successor Owners. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties. Owner has the right (from time to time) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of Owner under this Agreement, to any person or entity (an "Assignee") (a) without City consent, but with Notice to the City, if the Assignee is a lienholder or an affiliate or related entity of Owner; or (b) with the City Manager's prior written consent (which consent shall not be unreasonably withheld if the Assignee demonstrates financial ability to perform), if to any other person or entity. If the City Manager fails to provide the Owner or Assignee with a written objection to an assignment request within thirty (30) days of receiving a request pursuant to clause (b), then the assignment shall automatically be deemed approved by the City. Each assignment shall be in writing executed by Owner and the Assignee and shall obligate the Assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned. A copy of each assignment shall be provided to all Parties within 15 days after execution. From and after such assignment, the City agrees to look solely to the Assignee for the performance of all obligations assigned to the Assignee and agrees that Owner shall be released from subsequently performing the assigned obligations and from any liability that results from the Assignee's failure to perform the assigned obligations; provided, however, if a copy of the assignment is not received by the City within 15 days after execution, Owner shall not be released until the City receives such assignment. No assignment by Owner shall release Owner from any liability that resulted from an act or omission by Owner that occurred prior to the effective date of the assignment unless the City approves the release in writing. Owner shall maintain written records of all assignments made by Owner to Assignees, including a copy of each executed assignment and the Assignee's Notice information as required by this Agreement, and, upon written request from any Party or Assignee, shall provide a copy of such records to the requesting person or entity.

12.2 Assignment by the City. The City shall not assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of the City under this Agreement, without the prior written approval of Owner.

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

12.4 Encumbrance by City. The City shall not collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of its rights, title, or interest under this Agreement without Owner's prior written consent.

12.5 Assignees as Parties. An Assignee shall be considered a "Party" for the purposes of this Agreement.

ARTICLE XIII RECORDATION, RELEASES AND ESTOPPEL CERTIFICATES

13.1 Binding Obligations. Pursuant to the requirements of Section 212.172(c)(4) of the Texas Local Government Code, this Agreement and all amendments hereto (including amendments to the Concept Plan) shall be recorded in the deed records of Kaufman County. In addition, all assignments to this Agreement shall be recorded in the deed records of Kaufman County. This Agreement, when recorded, shall be binding upon the Parties and their successors and assigns permitted by this Agreement and upon the Property; however, this Agreement shall not be binding upon, and shall not constitute any encumbrance to title as to any End Buyer except for annexation, land use and development regulations that apply to specific lots.

13.2 Estoppel Certificates. From time to time upon written request of Owner, the City Manager shall execute a written estoppel certificate identifying any obligations of the Parties under this Agreement that are in default or, with the giving of notice or passage of time, would be in default; and stating, to the extent true, that to the best knowledge and belief of the City, the Parties are in compliance with their duties and obligations under this Agreement.

ARTICLE XIV
ADDITIONAL PROVISIONS

14.1 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.

14.2 Notices. All notices required or contemplated by this Agreement (or otherwise given in connection with this Agreement) (a "Notice") shall be in writing, shall be signed by or on behalf of the Party giving the Notice, and shall be effective as follows: (a) on or after the fifth (5th) business day after being deposited with the United States mail service, Certified Mail, Return Receipt Requested; (b) on the day delivered by a private delivery or private messenger service (such as FedEx or UPS) as evidenced by a receipt signed by any person at the delivery address (whether or not such person is the person to whom the Notice is addressed); or (c) otherwise on the day actually received by the person to whom the Notice is addressed, including, but not limited to, delivery in person and delivery by regular mail. Notices by E-mail are not permitted. Notices given pursuant to this section shall be addressed as follows; provided, however, that any Party shall have the right to change such Party's address for notice purposes by giving the other Party at least fifteen (15) days prior written notice of such change of address in the manner set forth herein:

To the City: By Mail
 Attn: City Manager
 City of Mesquite, Texas
 P.O. Box 850137
 Mesquite, Texas 75185-0137

By Personal Delivery
Attn: City Manager
City of Mesquite, Texas
1515 North Galloway Avenue
Mesquite, Texas 75149

With copy to: By Mail
Attn: City Attorney
City of Mesquite, Texas
P.O. Box 850137
Mesquite, Texas 75185-0137

By Personal Delivery
Attn: City Attorney
City of Mesquite, Texas
1515 North Galloway Avenue
Mesquite, Texas 75149

To Owner: By Mail and Personal Delivery
Kevin Webb
5763 S. State Highway 205
Rockwall, Texas 75032

With copy to: By Mail
Arthur J. Anderson
Winstead PC
2728 N. Harwood Street
Dallas, Texas 75201

14.3 Reservation of Vested Rights. This Agreement constitutes a "permit" within the meaning of Chapter 245, Texas Local Government Code, as amended. Owner does not, by entering into this Agreement, waive (and Owner expressly reserves) any right that Owner may now or hereafter have with respect to any claim of "vested" or "protected" development or other property rights arising from Chapters 43 or 245, Texas Local Government Code, as amended, or otherwise arising from common law or other state or federal law.

14.4 Expiration of Permits.

(a) Any permit secured pursuant to this Agreement, but excluding this Agreement so far as it constitutes a permit, shall expire two years from the date it is issued if no progress has been made toward completion of the Project, as provided by Section 245.005(c) of Chapter 245 of the Local Government Code. In the event the permit expires, neither the Owner nor any person authorized by the Owner shall perform any work for which the permit was originally issued without filing a new permit application and complying with the City Regulations in effect on the date of application as permitted by law.

(b) The Project shall expire five years from the Effective Date if no progress has been made towards completion of the Project, as provided by Section 245.005(c) of

Chapter 245 of the Local Government Code. In the event the Project expires, neither the Owner nor any person authorized by the Owner shall perform any work on the Project without filing a new permit application and complying with the City Regulations in effect on the date of application as permitted by law.

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

14.5 Authority and Enforceability. The City represents and warrants that this Agreement has been duly adopted by official action of the City Council in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the City has been duly authorized to do so. Owner represents and warrants that this Agreement has been approved by appropriate action of Owner and that the individual executing this Agreement on behalf of Owner has been duly authorized to do so.

14.6 Entire Agreement: Amendments. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the subject matter of this Agreement. This Agreement, including all Exhibits to this Agreement, shall not be modified, amended or otherwise varied except in writing signed by the Parties expressly amending the terms of this Agreement.

14.7. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then (a) such unenforceable provision shall be deleted from this Agreement; (b) the unenforceable provision shall, to the extent possible, be rewritten to be enforceable and to give effect to the intent of the Parties; and (c) and the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties. Without limiting the generality of the foregoing, (a) if it is determined that, as of the Effective Date, Owner does not own any portion of the Property, this Agreement shall remain in full force and effect with respect to all of the Property that Owner does then own or thereafter acquires.

14.8 Applicable Law: Venue. This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Texas, and all obligations of the Parties are performable in Kaufman County. Exclusive venue for any action to enforce or construe this Agreement shall be in the state courts of appropriate jurisdiction of Kaufman County.

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

14.10 Legislative Discretion. Nothing contained in this Agreement shall be construed as creating a contractual obligation that controls, waives or supplants the City Council's legislative discretion.

14.11 No Third Party Beneficiaries. Except as otherwise provided in this section, this Agreement only inures to the benefit of, and may only be enforced by, the Parties. An End Buyer shall be considered a third-party beneficiary of this Agreement, but only for the limited purposes for which an End Buyer is bound by this Agreement. No other person or entity shall have any right, title, or interest under this Agreement or otherwise be deemed to be a third-party beneficiary of this Agreement.

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

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

14.14 Further Documents. Each Party shall, upon request of the other Party, execute and deliver such further documents and perform such further acts as reasonably may be requested to effectuate the terms of this Agreement and achieve the intent of the Parties. This provision shall not be construed as limiting or otherwise hindering the legislative discretion of the City Council seated at the time that this Agreement is executed or any future City Council.

14.15 Conflicts. In the event of any conflict between this Agreement and any other ordinance, rule, regulation, standard, policy, order, guideline, or other City-adopted or City-enforced requirement, whether existing on the Effective Date or hereafter adopted, this Agreement shall control.

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

14.17 Relationship of Parties. Nothing contained in this Agreement shall be deemed or construed by the Parties hereto or by any third party to create the relationship of principal and agent, or of partnership, joint venture or any association whatsoever between any one or more of the Parties, it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the Parties hereto shall be deemed to create any relationship between the Parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Agreement.

14.18 Captions. The descriptive captions of this Agreement are for convenience of reference only and shall in no way define, describe, limit, expand or affect the scope, terms, conditions, or intent of this Agreement.

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

- | | |
|-----------|--|
| Exhibit A | Metes and Bounds Description of the Property |
| Exhibit B | Depiction of the Property |
| Exhibit C | Deed Restriction |
| Exhibit D | Concept Plan |
| Exhibit E | Development Standards |

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Executed by Owner and the City to be effective on the Effective Date.

CITY OF MESQUITE, TEXAS

Date: May 24, 2019

Cliff Keheley
Cliff Keheley, City Manager

ATTEST:

Erwan House
for City Secretary

APPROVED AS TO FORM:

[Signature]
City Attorney

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 24 day of May, 2019 by Cliff Keheley, City Manager of the City of Mesquite, Texas, on behalf of said city.



Keely Jo Wells
Notary Public, State of Texas

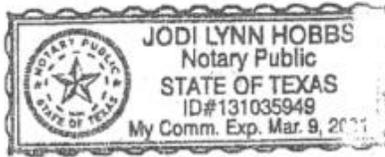
OAK NATIONAL HOLDINGS, LLC

Date: 6/28/19

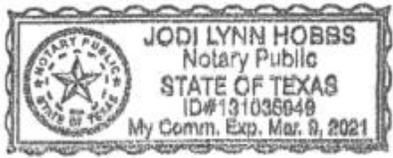
By: [Signature]
Name: Kevin Webb
Title:

STATE OF TEXAS §
 §
COUNTY OF Rockwall §

This instrument was acknowledged before me on the 26 day of May, 2019 by Kevin Webb, VP of Land of Oak National Holdings, LLC, on behalf of said Oak National Holdings, LLC.



[Signature]
Notary Public, State of Texas





MEMORANDUM

TO: Planning & Zoning Commission

FROM: Lesley Frohberg, Planner

DATE: June 16, 2020

SUBJECT: ZTA 2020-04 – Reception Facilities

Staff proposes amending Section 3-203, Schedule of Permitted Uses; Section 3-508, Reception Facilities; and Section 6-102, Definitions of the Mesquite Zoning Ordinance (MZO) pertaining to new and revised regulations for major reception facilities, minor reception facilities, and accessory reception facilities.

The purpose of the text amendment is to provide additional safety and residential separation requirements for major and minor reception facilities and for the addition of accessory reception facilities as a permitted accessory use for non-residential districts, with certain stipulations, to the MZO. Staff has proposed two options for the text amendment.

Staff recommends approval of Option 1 of the proposed text amendment.

A handwritten signature in black ink, appearing to read "Lesley Frohberg", is written above a horizontal line.

Lesley Frohberg
Planner, Planning & Zoning Division

Enclosed:

Attachment 1 – Proposed Sections 3-203, 3-508, & 6-102 Strikethrough – Option 1
Attachment 2 – Proposed Sections 3-203, 3-508, & 6-102 Strikethrough – Option 2

6-100 DEFINITIONS AND INTERPRETATION OF TERMS

* * *

6-102 DEFINITIONS

Ord. 2679/6-18-90

RECEPTION FACILITY:

An establishment that is made available for private use, principally for parties, dances, receptions, banquets or similar social events. ~~The term does not include, and a separate certificate of occupancy is required for, the following uses if permitted by the applicable zoning regulations: restaurant; drinking place with private club; hotel; country club; theater; civic, social, fraternal organization; or commercial amusement.~~
(Ord. 4541 / 2-19-2018)

Accessory Reception Facility: An accessory reception facility shall mean a reception facility which is accessory to a lawful principal use, that is considered incidental and secondary to the to the principal use.

Minor Reception Facility: A Reception Facility that does not exceed 6,000 square feet of enclosed space.

Major Reception Facility: A Reception Facility with more than 6,000 square feet of enclosed space.

3-203 SCHEDULE OF PERMITTED USES													

I. SERVICES													
<i>SIC Code</i>	<i>Use Description</i>	<i>O</i>	<i>GR</i>	<i>LC</i>	<i>THN K20 NGTC</i>	<i>CV</i>	<i>MU</i>	<i>CB</i>	<i>SS</i>	<i>C</i>	<i>I</i>	<i>PKNG STND</i>	<i>Special Conditions</i>
***													***
79	AMUSEMENT & RECREATION SERVICES												
791	Dance Studios, Schools (except)		P	P			P	P		P	P	1	
	<u>Reception Facilities</u>												
	a. Minor Reception Facility						P	P		P	P	11	Requires compliance with 3-508.
	<u>a-1. Minor Reception Facility NOT within 500-ft of a Residential District</u>						P	P		P	P	11	Requires compliance with 3-508.
	<u>a-2. Minor Reception Facility within 500-ft of a Residential District</u>						C	C		C	C	11	Requires a CUP when the Facility is located within 500 feet of a residential district. Requires compliance with 3-508.
	b. Major Reception Facility							C		C	C	11	Requires buildings Facilities are required to be located at least 500 feet from any residential district. Requires compliance with 3-508.
***													***
L. ACCESSORY USES AND STRUCTURES													
***													***
<u>11</u>	<u>RECEPTION FACILITIES</u> <u>“Accessory Reception Facility”</u>		P	P			P	P		P	P		Requires compliance with 3-508.

3-500 SUPPLEMENTARY USE REGULATIONS

* * *

3-508 RECEPTION FACILITIES**Ord. 4541 / 02-19-2018****A. MAJOR AND MINOR RECEPTION FACILITIES**

In addition to the requirements of Section 3-203, all major reception facilities and minor all-reception facilities approved by conditional use permit shall comply with the following regulations:

1. Defined. “Reception Facility,” “Minor Reception Facility,” and “Major Reception Facility” are all defined terms in this Zoning Ordinance. See Section 6-102.

1-2. Hours of operation. Unless authorized by a conditional use permit, hours of operation for a major or minor reception facility shall be limited to 8:00 a.m. to 10:00 p.m. Monday through Thursday and 8:00 a.m. to midnight Friday through Sunday.

2-3. Security. The major or minor reception facility shall provide security at every event where alcoholic beverages are provided or consumed or where a D.J. or live music is provided for age groups 13-21. Security shall be provided by a qualified person(s) authorized to provide private security pursuant to Chapter 1702 of the Texas Occupations Code or by a licensed peace officer.

3-4. Outside activities. Outside activities, if any, shall be confined within a legally fenced-in area with a solid fence or wall at least six feet in height and in compliance with Chapter 5, Article V of the Mesquite City Code~~Code of the City of Mesquite, Texas~~. All activities conducted within or outside the major or minor reception facility shall conform to the hours of operation in this section and comply with the noise restrictions of Mesquite City Code Section 10-66, et seq.

4-5. Premises condition. The owner or operator of the major or minor reception facility shall clean, or have cleaned, the premises of all litter, debris or rubbish immediately following an event. In addition to other applicable codes and ordinances of the City, the premises shall be maintained in compliance with the International Property Maintenance Code and operated to conform to maximum occupancy load limitations at all times.

5-6. Owner representative. For all events at a major or minor reception facility, the owner or the owner’s agent shall be present at the facility for the duration of the event.

6-7. Compliance with applicable laws and additional provisions. Alcoholic beverages may not be sold on the premises without strict compliance with the Texas Alcoholic Beverage Code and the use regulations of the Mesquite Zoning Ordinance. A person or a person affiliated, related, associated with or acting in concert with the person, serving alcohol may not use the major or minor reception facility more than twice per month. The definition of the term “person” provided in Section 1-2, “Rules of Construction,” of this code, applies. “Affiliate” means any entity owned or controlled, wholly or in part, by a person.

8. Surveillance Cameras. The operator of the major or minor reception facility shall provide, maintain, and operate color digital high-resolution surveillance cameras at all entrances, exits, and parking areas in compliance with the following:
 - a. The cameras shall have a minimum of 1080 lines of resolution.
 - b. The entrance/exit area camera shall be placed to provide a clear and identifiable full frame of the filmed individual's face entering or leaving the facility.
 - c. The cameras shall be functional and provide views, unobstructed by matter, 24-hours a day, including hours when the reception facility is not open for business and shall display the date and time of the recording.
 - d. The operator is encouraged to cooperate with law enforcement and the Mesquite Police Department by providing digital color images in connection with any criminal investigations upon request and shall provide such images when lawfully required by subpoena or other court order.
 - e. The operator shall maintain a library of the recorded digital images for not less than 30-days.
 - f. The reception facility shall have posted at all public exits and entrances signs or decals indicating the surveillance cameras are in use.

B. ACCESSORY RECEPTION FACILITY.

In addition to the requirements of Section 3-203, all Accessory Reception Facilities shall comply with the following regulations:

1. Defined. “Accessory Reception Facility” is a defined term in this Zoning Ordinance. See Section 6-102.
2. Hours of operation. Unless otherwise authorized by a conditional use permit (CUP), hours of operation for an Accessory Reception Facility shall be limited to 6:00 a.m. to 10:00 p.m. Monday through Thursday and 6:00 a.m. to midnight Friday through Sunday.
3. Size. Accessory Reception Facilities shall occupy less than 50% of the total public area of the primary use.
4. Permitted Uses. Accessory Reception Facilities may be secondary to the following principal uses, if permitted by right in the applicable zoning regulations:
 - a. art gallery;
 - b. civic;
 - c. commercial amusement;
 - d. country club;
 - e. drinking place with private club;
 - f. garden;
 - g. hotel;
 - h. museum;
 - i. restaurants;
 - j. social or fraternal organization;
 - k. theater;
 - l. zoo.

* * *

6-100 DEFINITIONS AND INTERPRETATION OF TERMS

* * *

6-102 DEFINITIONS

Ord. 2679/6-18-90

RECEPTION FACILITY:

An establishment that is made available for private use, principally for parties, dances, receptions, banquets or similar social events. ~~The term does not include, and a separate certificate of occupancy is required for, the following uses if permitted by the applicable zoning regulations: restaurant; drinking place with private club; hotel; country club; theater; civic, social, fraternal organization; or commercial amusement.~~
(Ord. 4541 / 2-19-2018)

Accessory Reception Facility: An accessory reception facility shall mean a reception facility which is accessory to a lawful principal use, that is considered incidental and secondary to the to the principal use.

Minor Reception Facility: A Reception Facility that does not exceed 6,000 square feet of enclosed space.

Major Reception Facility: A Reception Facility with more than 6,000 square feet of enclosed space.

3-203 SCHEDULE OF PERMITTED USES													

I. SERVICES													
<i>SIC Code</i>	<i>Use Description</i>	<i>O</i>	<i>GR</i>	<i>LC</i>	<i>THN K20 NGTC</i>	<i>CV</i>	<i>MU</i>	<i>CB</i>	<i>SS</i>	<i>C</i>	<i>I</i>	<i>PKNG STND</i>	<i>Special Conditions</i>
	***												***
79	AMUSEMENT & RECREATION SERVICES												
791	Dance Studios, Schools (except)		P	P			P	P		P	P	1	
	<u>Reception Facilities</u>												
	a. Minor Reception Facility						P	P		P	P	11	Requires compliance with 3-508.
	<u>a-1. Minor Reception Facility NOT within 500-ft of a Residential District</u>						P	P		P	P	11	Requires compliance with 3-508.
	<u>a-2. Minor Reception Facility within 500-ft of a Residential District</u>						C	C		C	C	11	Requires a CUP when the Facility is located within 500 feet of a residential district. Requires compliance with 3-508.
	b. Major Reception Facility							C		C	C	11	Requires buildings/Facilities are required to be located at least 500 feet from any residential district. Requires compliance with 3-508.
	***												***
L. ACCESSORY USES AND STRUCTURES													
	***												***
11	RECEPTION FACILITIES												
	<u>“Accessory Reception Facility”</u>												
	<u>11-1. Accessory Reception Facility NOT Greater than 6,000 Sq. Ft; and NOT within 500-ft of a Residential District</u>		P	P			P	P		P	P		Requires compliance with 3-508.
	<u>11-2. Accessory Reception Facility Greater than 6,000 Sq. Ft and / or Within 500-ft of a Residential District</u>		C	C			C	C		C	C		Requires compliance with 3-508.

3-500 SUPPLEMENTARY USE REGULATIONS

* * *

3-508 RECEPTION FACILITIES**Ord. 4541 / 02-19-2018****A. MAJOR AND MINOR RECEPTION FACILITIES**

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- ~~1.2.~~ Hours of operation. Unless authorized by a conditional use permit, hours of operation for a major or minor reception facility shall be limited to 8:00 a.m. to 10:00 p.m. Monday through Thursday and 8:00 a.m. to midnight Friday through Sunday.
- ~~2.3.~~ Security. The major or minor reception facility shall provide security at every event where alcoholic beverages are provided or consumed or where a D.J. or live music is provided for age groups 13-21. Security shall be provided by a qualified person(s) authorized to provide private security pursuant to Chapter 1702 of the Texas Occupations Code or by a licensed peace officer. A minimum of one security officer is required for every 150 individuals in attendance, or fraction thereof, for said event where alcoholic beverages are provided or consumed or where a D.J. or live music is provided for age groups 13-21.
- ~~3.4.~~ Outside activities. Outside activities, if any, shall be confined within a legally fenced-in area with a solid fence or wall at least six feet in height and in compliance with Chapter 5, Article V of the Mesquite City Code~~Code of the City of Mesquite, Texas~~. All activities conducted within or outside the major or minor reception facility shall conform to the hours of operation in this section and comply with the noise restrictions of Mesquite City Code Section 10-66, et seq.
- ~~4.5.~~ Premises condition. The owner or operator of the major or minor reception facility shall clean, or have cleaned, the premises of all litter, debris or rubbish immediately following an event. In addition to other applicable codes and ordinances of the City, the premises shall be maintained in compliance with the International Property Maintenance Code and operated to conform to maximum occupancy load limitations at all times.
- ~~5.6.~~ Owner representative. For all events at a major or minor reception facility, the owner or the owner’s agent shall be present at the facility for the duration of the event.
- ~~6.7.~~ Compliance with applicable laws and additional provisions. Alcoholic beverages may not be sold on the premises without strict compliance with the Texas Alcoholic Beverage Code and the use regulations of the Mesquite Zoning Ordinance. A person or a person affiliated, related, associated with or acting in concert with the person, serving alcohol may not use the major or minor reception facility more than twice per month. The definition of the term “person” provided in Section 1-2, “Rules of Construction,” of this code, applies. “Affiliate” means any entity owned or controlled, wholly or in part, by a person.

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 - e. drinking place with private club;
 - f. garden;
 - g. hotel;
 - h. museum;
 - i. restaurants;
 - j. social or fraternal organization;
 - k. theater;
 - l. zoo.

* * *



MEMORANDUM

TO: Planning & Zoning Commission

FROM: Garrett Langford, Manager of Planning and Zoning

DATE: June 19, 2020

SUBJECT: ZTA 2020-05 – Game Machines

Zoning text amendment, ZTA 2020-05, regarding game machines is on the June 22, 2020, agenda under Item 8, for a public hearing and consideration. However, Staff requests that the Planning and Zoning Commission postpone this item to the July 27, 2020, Planning and Zoning Commission meeting to allow the Planning and Legal staff to review the matter further.

A handwritten signature in black ink, appearing to read "Garrett Langford", is centered on the page.

Garrett Langford, AICP
Manager of Planning and Zoning
