

**NOTICE OF CITY COUNCIL BRIEFING SESSION
JUNE 3, 2019
CITY COUNCIL CONFERENCE ROOM
401 S. ROGERS
WAXAHACHIE TEXAS
6:30 P.M.**

Agenda

Council Members: David Hill , Mayor
Mary Lou Shipley, Mayor Pro Tem
Chuck Beatty, Councilmember
Kevin Strength, Councilmember
Melissa Olson, Councilmember

1. Call to Order
2. Conduct a briefing to discuss agenda items for the 7:00 p.m. regular meeting
3. Adjourn

This meeting location is wheelchair-accessible. Parking for mobility impaired persons is available. Any request for sign interpretive services must be made forty-eight hours ahead of the meeting. To make arrangements, call the City Secretary at 469-309-4005 or (TDD) 1-800-RELAY TX

A G E N D A

A regular meeting of the Mayor and City Council of the City of Waxahachie, Texas to be held in the Council Chamber at City Hall, 401 S. Rogers on ***Monday, June 3, 2019 at 7:00 p.m.***

Council Members: David Hill, Mayor
Mary Lou Shipley, Mayor Pro Tem
Chuck Beatty, Councilmember
Kevin Strength, Councilmember
Melissa Olson, Councilmember

1. Call to Order
2. Invocation
3. Pledge of Allegiance and Texas Pledge of Allegiance
4. ***Consent Agenda***

All matters listed under Item 4, Consent Agenda, are considered to be routine by the City Council and will be enacted by one motion. There will not be separate discussion of these items. Approval of the Consent Agenda authorizes the Mayor/City Manager to execute all matters necessary to implement each item. Any item may be removed from the Consent Agenda for separate discussion and consideration by any member of the City Council.

- a. Minutes of the City Council meeting of May 20, 2019
 - b. Minutes of the City Council briefing of May 20, 2019
 - c. Minutes of the joint work session of the City Council and Board of Trustees of the Waxahachie Independent School District of May 21, 2019
 - d. Crape Myrtle Fireworks Display to be held July 3, 2019
 - e. Fourth of July parade route for 22nd Annual Crape Myrtle Festival hosted by Chamber of Commerce
 - f. Apostolic Living Way free community event to be held on June 29, 2019
 - g. Budget amendment request from Parks and Recreation Department
 - h. Lease agreement for 216 N. College
 - i. Resolution authorizing the reimbursement of Wastewater Operating Funds from the proceeds of future debt for the Grove Creek Lift Station Expansion
 - j. Resolution authorizing the reimbursement of Wastewater Operating Funds from the proceeds of future debt for the Lower Mustang Creek Lift Station Improvements
5. ***Introduce*** Honorary Councilmember
6. ***Present*** Proclamation proclaiming June 4, 2019 – July 4, 2019 as “Crape Myrtle Month”
7. ***Consider*** proposed Resolution denying Oncor Electric’s application to change rates
8. ***Consider*** award of bid for Waxahachie Sports Complex Parking Lot Phase II

9. ***Public Comments:*** Persons may address the City Council on any issues. This is the appropriate time for citizens to address the Council on any concern whether on this agenda or not. In accordance with the State of Texas Open Meetings Act, the Council may not comment or deliberate such statements during this period, except as authorized by Section 551.042, Texas Government Code
10. ***Convene*** into Executive Session for deliberation regarding real property as permitted under Section 551.072 of the Texas Government Code
11. ***Reconvene*** and take any necessary action
12. Comments by Mayor, City Council, City Attorney and City Manager
13. Adjourn

The City Council reserves the right to go into Executive Session on any posted item.

This meeting location is wheelchair-accessible. Parking for mobility impaired persons is available. Any request for sign interpretive services must be made forty-eight hours ahead of the meeting. To make arrangements, call the City Secretary at 469-309-4005 or (TDD) 1-800-RELAY TX

A regular meeting of the Mayor and City Council of the City of Waxahachie, Texas was held in the Council Chamber at City Hall, 401 S. Rogers on Monday, May 20, 2019 at 7:00 p.m.

Council Members Present: David Hill, Mayor
Mary Lou Shipley, Mayor Pro Tem
Chuck Beatty, Councilmember
Kevin Strength, Councilmember
Melissa Olson, Councilmember

Others Present: Michael Scott, City Manager
Tommy Ludwig, Assistant City Manager
Robert Brown, City Attorney
Lori Cartwright, City Secretary

Others Absent: Albert Lawrence, Assistant City Manager

1. Call to Order

Mayor David Hill called the meeting to order.

2. Invocation

3. Pledge of Allegiance and Texas Pledge of Allegiance

City Manager Michael Scott gave the invocation and led the Pledge of Allegiance and the Texas Pledge of Allegiance.

4. Consent Agenda

- a. Minutes of the City Council meeting of May 6, 2019
- b. Minutes of the City Council briefing of May 6, 2019
- c. Minutes of the Special City Council meeting of May 13, 2019
- d. Budget amendment requested by Waxahachie Police Department
- e. Budget amendment requested by Municipal Court
- f. Request by UPRR to Close the Grand Avenue Crossing
- g. TIRZ Board recommendation for Funding Downtown WiFi Security System
- h. High School Graduation fireworks display hosted by WISD
- i. Request by Wes Dorough, JH Development LLC, for a Final Plat of The Cove Phase 3 for 89 residential lots and 2 open space lots, being 26.170 acres situated in the Henry Sange Survey, Abstract 1009 and the Henri Levy Survey, Abstract 629 (Property ID 223031) - Owner: MORITZ INTERESTS LTD (FP-19-0049)

Action:

Mayor Pro Tem Mary Lou Shipley moved to approve items a. through i. on the Consent Agenda. Councilmember Melissa Olson seconded, All Ayes.

5. Introduce Honorary Councilmember

Councilmember Kevin Strength introduced Lily Lawler as Honorary Councilmember for the month of May 2019 and presented her with a Certificate of Appreciation for her participation in the Honorary Councilmember program.

6. Present Proclamation proclaiming the first Saturday in September as “National Tailgating Day”

Mayor Hill read a Proclamation proclaiming the first Saturday in September as “National Tailgating Day”.

7. Present Certificate for 2019 National Main Street Accreditation

Ms. Anita Brown, Director of Downtown Development, reported the accreditation is based on the annual 10 Criteria report that she submits to the state Main Street program. Ms. Brown stated the City has received the National Main Street Accreditation award for thirteen years in a row.

8. Consider street closure for June 15th event downtown

Ms. Brown requested closing half of the 200 block of S. College Street from 7:00 a.m. to 6:00 p.m. to accommodate the grand opening celebration of Meat Church. Other activities will include the quarterly Junk in the Trunk event and an afternoon Sip’n Stroll.

Action:

Mayor Pro Tem Mary Lou Shipley moved to approve street closure for the June 15th event downtown as presented. Councilmember Kevin Strength seconded, All Ayes.

9. Public Hearing on a request by Brett Hess, Hi View Real Estate, for a Replat of Lot 1, Americase Business Park, to create Lots 1A, 1B, 1C, and 1D, Americase Business Park, 10.71 acres (Property ID 273983) in the Extra Territorial Jurisdiction – Owner: R&R AMERICASE HOLDINGS LTD (RP-19-0055)

Mayor Hill opened the Public Hearing and stated the applicant requested to continue their application to the City Council meeting of June 17, 2019.

10. Consider approving RP-19-0055

Action:

Councilmember Chuck Beatty moved to continue the Public Hearing on RP-19-0055 to the City Council meeting of June 17, 2019. Mayor Pro Tem Mary Lou Shipley seconded, All Ayes.

11. Public Hearing on a request by Brett Hess, Hi View Real Estate, for a Replat of Lot 4, Americase Business Park, to create Lots 4A and 4B, Americase Business Park, 6.06 acres (Property ID 273986) in the Extra Territorial Jurisdiction – Owner: R&R AMERICASE HOLDINGS LTD (RP-19-0056)

Mayor Hill opened the Public Hearing and stated the applicant requested to continue their application to the City Council meeting of June 17, 2019.

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12. Consider approving RP-19-0056

Action:

Councilmember Chuck Beatty moved to continue the Public Hearing on RP-19-0056 to the City Council meeting of June 17, 2019. Mayor Pro Tem Mary Lou Shipley seconded, All Ayes.

13. Public Hearing on a request by Matthew Smith, Vaquero Ventures, for a Specific Use Permit (SUP) for Convenience Store and Gasoline Sales uses within a Planned Development-24-General Retail zoning district, located at 400 and 402 N Highway 77 (Property ID 180816 and 180826) – Owner: RICHARD A CHAPMAN & STEVEN F CHAPMAN (SU-19-0047)

Mayor Hill opened the Public Hearing.

Mr. Shon Brooks, Director of Planning, reported the applicant proposes a 7-Eleven community store with gasoline and diesel fuel sales. He stated the applicant will replace the existing fencing to the rear of the property with a masonry wall. Mr. Brooks stated the applicant seeks to provide 17% of glazing on windows versus the required 30% to 70%. Staff recommended approval.

There being no others to speak for or against SU-19-0047, Mayor Hill closed the Public Hearing.

14. Consider proposed Ordinance approving Zoning Change No. SU-19-0047

ORDINANCE NO. 3113

AN ORDINANCE AUTHORIZING A SPECIFIC USE PERMIT (SUP) TO PERMIT A CONVENIENCE STORE WITH GASOLINE SALES USE WITHIN A PLANNED DEVELOPMENT-24-GENERAL RETAIL (PD-24-GR) ZONING DISTRICT, LOCATED AT 400 AND 402 N HIGHWAY 77, BEING PROPERTY ID 180816 AND 180826, IN THE CITY OF WAXAHACHIE, ELLIS COUNTY, TEXAS, BEING ABSTRACT 148 WM BASKINS, AND ORDERING THE CHANGING OF THE ZONING MAP THEREOF IN ACCORDANCE WITH SAID CHANGE

Action:

Councilmember Kevin Strength moved to approve Ordinance No. 3113 as presented. Councilmember Melissa Olson seconded, All Ayes.

15. Public Hearing on a request by James Seymour for a Replat of Block 201 and East part of Block 194, Town Addition, to create Lot 1, Block 1, Marvin Seymour Addition, 0.45 acres (Property ID 234965) – Owner: JAMES SEYMOUR (RP-19-0050)

Mayor Hill opened Public Hearing.

Mr. Brooks stated the request meets the requirements of the Subdivision Ordinance and recommended approval.

There being no others to speak for or against RP-19-0050, Mayor Hill closed the Public Hearing.

(42)

16. Consider approving RP-19-0050

Action:

Mayor Pro Tem Mary Lou Shipley moved to approve a request by James Seymour for a Replat of Block 201 and East part of Block 194, Town Addition, to create Lot 1, Block 1, Marvin Seymour Addition, 0.45 acres (Property ID 234965) – Owner: JAMES SEYMOUR (RP-19-0050. Councilmember Melissa Olson seconded, All Ayes.

17. Public Hearing on a request by Michael Evans, GSW Land Surveyors, for a Replat of a portion of Lots 3 and 4 and all of Lot 5, Block 14, West End, to create Lot 5R, Block 14, West End, 4.478 acres (Property ID 176761 and 176763) – Owner: CHRISTOPHER L GLEASON (RP-19-0051)

Mayor Hill opened the Public Hearing and stated the applicant requested to continue their application to the City Council meeting of June 17, 2019.

18. Consider approving RP-19-0051

Action:

Councilmember Chuck Beatty moved to continue the Public Hearing on RP-19-0051 to the City Council meeting of June 17, 2019. Mayor Pro Tem Mary Lou Shipley seconded, All Ayes.

19. Consider request by Blain Vinson, SAP Properties LLC, for a Preliminary Plat of The Cottages on Cantrell for 73 lots, being 17.348 acres situated in the J. Armstrong Survey, Abstract 6 (Property ID 244351) – Owner: SAP PROPERTIES LLC (PP-19-0053)

Mr. Brooks reported the applicant proposes a 28' wide roadway noting a 30' wide roadway is required. He recommended approval subject to the applicant needing to change the roadway width to 30' from the current 28' that is depicted on the Preliminary Plat.

Action:

Councilmember Kevin Strength moved to approve a request by Blain Vinson, SAP Properties LLC, for a Preliminary Plat of The Cottages on Cantrell for 73 lots, being 17.348 acres situated in the J. Armstrong Survey, Abstract 6 (Property ID 244351) – Owner: SAP PROPERTIES LLC (PP-19-0053) subject to staff comments. Mayor Pro Tem Mary Lou Shipley seconded, All Ayes.

20. Public Hearing on a request by Matthew Monteiro, B&M Assessment Services, for a Specific Use Permit (SUP) for Rooftop Solar Panel System use within a Single-Family Residential-3 zoning district, located at 208 Boardwalk (Property ID 239190) – Owner: LARRY & CAROL SKUZIE (SU-19-0052)

Mayor Hill opened the Public Hearing.

Mr. Brooks reported the applicant is in compliance with the location of the solar panels and recommended approval. He stated the City received one letter of opposition.

(42)

There being no others to speak for or against SU-19-0052, Mayor Hill closed the Public Hearing.

21. Consider proposed Ordinance approving Zoning Change No. SU-19-0052

ORDINANCE NO. 3114

AN ORDINANCE AUTHORIZING A SPECIFIC USE PERMIT (SUP) TO PERMIT A ROOFTOP SOLAR PANEL SYSTEM USE WITHIN A SINGLE FAMILY-3 (SF-3) ZONING DISTRICT, LOCATED AT 208 BOARDWALK AVENUE, BEING PROPERTY ID 239190, IN THE CITY OF WAXAHACHIE, ELLIS COUNTY, TEXAS, BEING LOT 4, BLOCK 3 IN THE PARK PLACE SUBDIVISION, AND ORDERING THE CHANGING OF THE ZONING MAP THEREOF IN ACCORDANCE WITH SAID CHANGE

Action:

Councilmember Melissa Olson moved to approve Ordinance No. 3114 as presented. Councilmember Chuck Beatty seconded, All Ayes.

22. Public Hearing on a request by Kelli Coash, TriSmart Solar, for a Specific Use Permit (SUP) for Rooftop Solar Panel System use within a Single-Family Residential-1 zoning district, located at 243 Bent Creek Drive (Property ID 216561) – Owner: WESLEY & TAMARA SMALLWOOD (SU-19-0046)

Mayor Hill opened the Public Hearing.

Mr. Brooks reported the applicant is in compliance with the location of the solar panels and recommended approval.

There being no others to speak for or against SU-19-0046, Mayor Hill closed the Public Hearing.

23. Consider proposed Ordinance approving Zoning Change No. SU-19-0046

ORDINANCE NO. 3115

AN ORDINANCE AUTHORIZING A SPECIFIC USE PERMIT (SUP) TO PERMIT A ROOFTOP SOLAR PANEL SYSTEM USE WITHIN A SINGLE FAMILY-1 (SF-1) ZONING DISTRICT, LOCATED AT 243 BENT CREEK DRIVE, BEING PROPERTY ID 216561, IN THE CITY OF WAXAHACHIE, ELLIS COUNTY, TEXAS, BEING LOT 4, BLOCK A IN THE BENT CREEK ESTATES PHASE I SUBDIVISION, AND ORDERING THE CHANGING OF THE ZONING MAP THEREOF IN ACCORDANCE WITH SAID CHANGE

Action:

Mayor Pro Tem Mary Lou Shipley moved to approve Ordinance No. 3115 as presented. Councilmember Melissa Olson seconded, All Ayes.

(4a)

- 24. Public Hearing on a request by Jacob A. Perry, Waxahachie ISD, for a Specific Use Permit (SUP) for Portable Storage Structure or Temporary Building use within a Single-Family Residential-2 zoning district, located at 411 N. Gibson (Property ID 193942) – Owner: WAXAHACHIE ISD (SU-19-0045)**

Mayor Hill opened the Public Hearing.

Mr. Brooks reported the temporary structure will house the Human Resources Department until the WISD Administration Building is able to move to a new property. He stated there is no plumbing associated with the temporary building. In addition, the applicant requested signage directing to the Human Resources building. Mr. Brooks stated the proposed Ordinance reflects after two years of occupancy, the applicant will be required to come back to Council to renew the Specific Use Permit.

There being no others to speak for or against SU-19-0045, Mayor Hill closed the Public Hearing.

- 25. Consider proposed Ordinance approving Zoning Change No. SU-19-0045**

ORDINANCE NO. 3116

AN ORDINANCE AUTHORIZING A SPECIFIC USE PERMIT (SUP) TO PERMIT A PORTABLE STORAGE STRUCTURE/TEMPORARY BUILDING USE WITHIN A SINGLE FAMILY-2 (SF-2) ZONING DISTRICT, LOCATED AT 411 N GIBSON STREET, BEING PROPERTY ID 193942, IN THE CITY OF WAXAHACHIE, ELLIS COUNTY, TEXAS, BEING ABSTRACT 44-49 FERRIS ADMINISTRATION BUILDING, AND ORDERING THE CHANGING OF THE ZONING MAP THEREOF IN ACCORDANCE WITH SAID CHANGE

Action:

Councilmember Kevin Strength moved to approve Ordinance No. 3116 as presented. Councilmember Chuck Beatty seconded, All Ayes.

- 26. Public Hearing on a request by Randy Roden, Hope Clinic, for a Zoning Change from a Single-Family Residential-3 zoning district to Planned Development-Office, with Concept Plan, located at 428 E. Jefferson (Property ID 171252) - Owner: PHINIS & ELIZABETH J MORGAN (PD-19-0044)**

Mayor Hill opened the Public Hearing.

Mr. Brooks reported the proposed Planned Development (PD) is to approve additional administrative offices for the Hope Clinic. He stated there will not be patient traffic occurring at this location. Mr. Brooks explained the PD will depict if Hope Clinic vacates the property it can be used for residential or office use. Staff recommended approval.

There being no others to speak for or against PD-19-0044, Mayor Hill closed the Public Hearing.

(4a)

27. Consider proposed Ordinance approving Zoning Change No. PD-19-0044

ORDINANCE NO. 3117

AN ORDINANCE AUTHORIZING A ZONING CHANGE FROM SINGLE FAMILY-3 (SF-3) TO PLANNED DEVELOPMENT (PD), WITH CONCEPT PLAN LOCATED AT 428 E. JEFFERSON IN THE CITY OF WAXAHACHIE, ELLIS COUNTY, TEXAS, BEING 0.275 ACRES KNOWN AS A PORTION OF PROPERTY ID 171252 OF THE TOWN ADDITION, AND ORDERING THE CHANGING OF THE ZONING MAP THEREOF IN ACCORDANCE WITH SAID CHANGE

Action:

Councilmember Chuck Beatty moved to approve Ordinance No. 3117 as presented. Mayor Pro Tem Mary Lou Shipley seconded, All Ayes.

28. Public Hearing on a request by Terry Weaver, Sterling Development Co., for a Specific Use Permit (SUP) for Outside Storage use within a Commercial and Light Industrial-1 zoning district, located at 100 W Sterrett (Property ID 273754) – Owner: M & M INVESTMENTS (SU-19-0048)

Mayor Hill opened the Public Hearing.

Mr. Brooks reported the outside storage would be at the rear of the property for the SUP and explained the applicant utilizes the rail spur for delivery of river rock and will store in concrete binds as a wholesaler to retail landscaping firms. Mr. Brooks stated, due to the site visible from IH35, Staff has a concern with approving the use of outside storage for the site. He noted river rock is already being stored onsite without approval of the SUP. Mr. Brooks recommended to deny due to the current illustrations of the site plan. He reported at the recent Planning and Zoning Commission meeting the Commission recommended to deny.

Mr. Scott Cribley, applicant, 12019 Nacogdoches Road, San Antonio, Texas, stated only the wall of the 6' concrete bins will be seen from IH35 noting the open side will face the rail. He stated the property owner has placed trees along IH35 and Sterrett Road for screening purposes.

Mr. Kevin Cribley, applicant, 22423 Fossil Ridge, San Antonio, Texas, stated the bins are 550 feet from IH35.

Mr. Christian Hunt, Yard Manager, 1300 Shawnee Road, Waxahachie, stated M & M Investments is only leasing 2.25 acres to the rear of the approximate 10 acres and therefore, are not responsible for screening to the front of the property.

Mr. Scott asked Mr. Hunt if river rock is being stored without a Specific Use Permit. Mr. Hunt stated river rock is being stored onsite.

Mr. Brooks referenced the Irvin Truck Center on IH35 and explained what was required of screening and landscaping noting that is Staff's expectation of the landscaping requirements along IH35.

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Council held discussion and it was determined to send SU-19-0048 back to the Planning and Zoning Commission with new landscape information for consideration.

There being no others to speak for or against SU-19-0048, Mayor Hill closed the Public Hearing.

29. Consider proposed Ordinance approving Zoning Change No. SU-19-0048

Action:

Councilmember Chuck Beatty moved to send a request by Terry Weaver, Sterling Development Co., for a Specific Use Permit (SUP) for Outside Storage use within a Commercial and Light Industrial-1 zoning district, located at 100 W Sterrett (Property ID 273754) – Owner: M & M INVESTMENTS (SU-19-0048) back to the Planning and Zoning Commission meeting of June 11, 2019 for consideration. Councilmember Kevin Strength seconded, All Ayes.

30. Continue Public Hearing on a request by Josh Spoerl, Arrive Architecture Group, for a Zoning Change from a Planned Development-General Retail-Mixed Use Residential zoning district to Planned Development-Multiple Family Residential-2 and Planned Development-General Retail, with Concept Plan, located at the NE corner of US 287 Bypass Service Road at FM 813, being 911 R RUSSELL 7.121 ACRES and 911 R RUSSELL 10.6200 ACRES (Property ID 227073 and 138302) - Owner: LYONS AMERICAN SECURITIES INC (PD-19-0031)

Mayor Hill continued the Public Hearing.

Mr. Brooks referenced an approved concept plan from 2018 and noted since that time the applicant removed the detention pond and they made more use of the improvements. He stated the detention pond, as originally proposed was an amenity with a walking trail and recommended a walking trail to the rear of the property along the rear of the residences. Mr. Brooks recommended approval subject to adding a walking trail as presented.

Mr. Richard Rozier, 4250 Black Champ Road, Midlothian, representing the applicant, explained the detention pond was not needed and therefore, it was replaced it additional retail. He stated the applicant added a 15' landscape buffer.

There being no others to speak for or against PD-19-0031, Mayor Hill closed the Public Hearing.

Council held discussion pertaining to the walking trail. It was determined to have a 6' to 8' walking trail made of crushed granite.

Mr. Tim Lyon, property owner, 450 Grand Road, Waxahachie, stated he would comply with the walking trail as described.

31. Consider proposed Ordinance approving Zoning Change No. PD-19-0031

(4a)

ORDINANCE NO. 3118

AN ORDINANCE AUTHORIZING A ZONING CHANGE FROM PLANNED DEVELOPMENT-GENERAL RETAIL-MIXED USE RESIDENTIAL (PD-GR-MUR) TO PLANNED DEVELOPMENT AMENDMENT (PD), LOCATED AT THE NORTHEAST CORNER OF US 287 BYPASS SERVICE ROAD AT FM 813 IN THE CITY OF WAXAHACHIE, ELLIS COUNTY, TEXAS, BEING 16.93 ACRES KNOWN AS A PORTION OF PROPERTY ID 227073 AND 138302 OF THE 911 R RUSSELL ABSTRACT, AND ORDERING THE CHANGING OF THE ZONING MAP THEREOF IN ACCORDANCE WITH SAID CHANGE

Action:

Mayor Pro Tem Mary Lou Shipley moved to approve Ordinance No. 3118 subject to staff comments providing a granite walking trail being 6 feet to 8 feet wide. Councilmember Chuck Beatty seconded. The vote was as follows:

*Ayes: David Hill
Mary Lou Shipley
Chuck Beatty
Kevin Strength*

Noes: Melissa Olson

The motion carried.

32. Consider agreement and budget transfer for streaming services

Ms. Chelsey Gordon, Assistant to the City Manager, reported in early 2018 Council directed staff to stream the Council and Planning and Zoning meetings. She explained staff has been trying an in-house solution and have had several issues with the setup including the streaming platform, sound, and connectivity. Ms. Gordon recommended to utilize a third party company Swagit, to operate, broadcast, and stream City Council and Planning and Zoning Commission meetings. Swagit will install three (3) mounted cameras in the Council Chambers and tie into the City's preexisting audio system and control the meeting remotely from their office. An indexed video will be available to view on the City's website alongside a linked agenda which will allow the City to present a very professional streaming. Ms. Gordon stated the initial setup of the equipment costs \$44,896.00. She noted the annual service cost of \$18,420.00 includes up to 50 live streamed meetings throughout the year and up to 120 hours of additional specialty content per year. Ms. Gordon stated Swagit is a well-known company.

Councilmember Melissa Olson stated she is a big component of streaming but felt it is too expensive. She suggested to take the annual \$18,420.00 and hire a part-time person to assist with the live streaming.

Mr. Scott stated funding is available from savings associated with the life cycle management software. He stated the annual cost of \$18,420.00 would then be budgeted each year beginning with the fiscal year 2019-2020 budget.

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Councilmember Chuck Beatty stated live streaming needs to be done professionally.

Councilmember Olson asked if all meetings can be live streamed. Mayor Hill stated streaming Council and the Planning and Zoning Commission will be a good start and if Council wishes to move forward with other Boards and Commissions they can revisit it in the future.

Action:

Councilmember Chuck Beatty moved to approve agreement between the City of Waxahachie and Swagit as presented. Councilmember Kevin Strength seconded. The vote was as follows:

*Ayes: David Hill
Mary Lou Shipley
Chuck Beatty
Kevin Strength*

Noes: Melissa Olson

The motion carried.

33. Convene into Executive Session to discuss the purchase or lease and value of real estate as permitted under Section 551.072 of the Texas Government Code

Mayor Hill announced at 8:31 p.m. the City Council would convene into Executive Session to discuss the purchase or lease and value of real estate as permitted under Section 551.072 of the Texas Government Code.

34. Reconvene and take any necessary action

The meeting reconvened at 8:44 p.m.

Action:

Mayor Pro Tem Mary Lou Shipley moved to authorize the purchase of approximately 1.76 acres at 400 Cantrell, Waxahachie, Texas for a purchase price of \$90,000.00 plus any closing costs and authorizing the City Manager to execute all documents as necessary to facilitate the purchase. One half of the total purchase and closing costs will be funded through the Tax Increment Reinvestment Zone #1 as recommended by that Board. Councilmember Melissa Olson seconded, All Ayes.

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

City Councilmembers and staff congratulated Mayor David Hill on running his first Council meeting. Mayor Hill thanked everyone for their confidence in him noting he will continue to lean on the Council and City Manager to make the City successful.

City Manager Michael Scott announced on June 14, 2019 the North Central Texas Council of Governments will hold their annual general assembly luncheon and meeting. He asked the Council

(4a)

to contact the City Secretary if they are interested in attending. Mr. Scott announced the joint work session with the WISD will be held on May 21, 2019 at the new WISD High School.

36. Adjourn

There being no further business, Mayor Pro Tem Mary Lou Shipley moved to adjourn at 8:34 p.m. Mayor David Hill seconded, All Ayes.

Respectfully submitted,

Lori Cartwright
City Secretary

A briefing session of the Mayor and City Council of the City of Waxahachie, Texas was held in the City Council Conference Room at City Hall, 401 S. Rogers, Waxahachie, Texas, on Monday, May 20, 2019.

Council Members Present: David Hill, Mayor
Mary Lou Shipley, Mayor Pro Tem
Chuck Beatty, Councilmember
Kevin Strength, Councilmember
Melissa Olson, Councilmember

Others Present: Michael Scott, City Manager
Tommy Ludwig, Assistant City Manager
Robert Brown, City Attorney
Lori Cartwright, City Secretary

Others Absent: Albert Lawrence, Assistant City Manager

1. Call to Order

Mayor David Hill called the meeting to order.

2. Conduct a briefing to discuss agenda items for the 7:00 p.m. regular meeting

City Manager Michael Scott stated Public Comments were inadvertently left off. City Attorney Robert Brown stated the Mayor may invite speaking on each agenda item.

Mr. Scott reviewed the Consent Agenda items and items 7 and 8 being a presentation of Certificate for 2019 National Main Street Accreditation and street closure for June 15th event downtown. He stated Downtown Development Director Anita Brown will make the presentation at the Council meeting.

Mr. Shon Brooks, Director of Planning, announced the applicants for RP-19-0055, RP-19-0056, and RP-19-0051 have requested the Public Hearings be moved to the City Council meeting of June 17, 2019. He reviewed the following cases:

- SU-19-0047, Specific Use Permit for a 7-Eleven gas station. Applicant will rebuild the brick wall on the back of their lot.
- PP-19-0053, Preliminary Plat for cottages on Cantrell Street. Applicant proposes a 28' wide road as opposed to 30' required. The Planning and Zoning Commission held discussion about the bridge across the creek and it will be discussed at future platting review.
- SU-19-0045, Specific Use Permit for a temporary building to be located behind the Waxahachie Independent School District administration building. Staff recommended adding a 2 year timeframe to avoid turning the temporary building into a permanent fixture onsite.

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- PD-19-0044, Planned Development-Office with Concept Plan for the use of a residential structure to be used as offices for the Hope Clinic. Staff recommends if Hope Clinic vacates the structure, it can be turned back into a residential use.
- SU-19-0048, Specific Use Permit for outside storage. Applicant is leasing to the back of property located on IH35 and proposing to store river rock in concrete barrier bins to be sold to landscape companies. Currently, trees do not screen the materials from the Interstate. Staff will suggest to deny as the Planning and Zoning Commission recommended.
- PD-19-0031, Planned Development was approved as a Concept Plan. Since that time, applicant revised and eliminated the retention pond and added additional retail near the highway. Staff's concern is the detention pond was going to provide an amenity adding a walking trail in the area. Staff suggested Council require an additional amenity in lieu of the detention pond with walking trail. Staff reported the Planning and Zoning Commission had a concern with the applicant changing things such as the roof slope.

Ms. Chelsey Gordon, Assistant to the City Manager, stated streaming meetings in-house causes numerous issues. She stated staff will recommend to utilize a third party company Swagit, to live stream meetings. Ms. Gordon explained the process of initial cameras and implementation. The initial one-time equipment and installation cost totals \$44,896.00. Annual service cost totals \$18,420.00 which will cover the City Council and Planning and Zoning meetings held throughout the year.

3. Adjourn

There being no further business, the meeting adjourned at 7:05 p.m.

Respectfully submitted,

Lori Cartwright
City Secretary

A joint work session of the Mayor and City Council of the City of Waxahachie, Texas and Board of Trustees of the Waxahachie Independent School District was held in the CTE Conference Room at Waxahachie High School, 3001 US Hwy 287 Bypass, on Tuesday, May 21, 2019 at 6:00 p.m.

Council Members Present: David Hill, Mayor
Mary Lou Shipley, Mayor Pro Tem
Chuck Beatty, Councilmember
Kevin Strength, Councilmember
Melissa Olson, Councilmember

Board of Trustees of the Waxahachie ISD Present: Dr. Bonny Cain, Interim Superintendent
Dusty Autrey, President
Clay Schoolfield, Vice-President
Judd McCutchen, Secretary
Kim Kriegel, Member
John Rodgers, Member
Melissa Starnater, Member
Debbie Timmermann, Member

Others Present: Michael Scott, City Manager
Albert Lawrence, Assistant City Manager
Tommy Ludwig, Assistant City Manager
Lori Cartwright, City Secretary
Members of the Waxahachie City Staff
Members of the WISD Staff

1. Call to Order

Mayor David Hill called the City Council meeting to order.

President Dusty Autrey called the Board of Trustees of the Waxahachie Independent School District meeting to order.

2. Invocation

Secretary Judd McCutchen gave the invocation.

3. Discuss Zoning and Roadway Alignment around Waxahachie High School

President Autrey stated the Board of Trustees have been working on the roadway alignment around the high school and working with the city on economic development and future zoning of what is left of their 300 acres. He stated WISD hired a Land Planner and he provided a first draft of development.

City Manager Michael Scott stated the City's entire development team is present to field any questions there are and hopefully this is a free flow of dialogue and discussions. He thanked the Board for inviting the city to meet jointly and hosting the meeting. Mr. Scott stated the application that the district submitted opened some dialogue as to what the potential zoning might look like for that acreage.

(4c)

Mr. Shon Brooks, Director of Planning, stated the application for zoning around the high school was not bad just a little ambitious noting the city's eye is on residential.

Dr. Bonny Cain, Interim Superintendent, stated they asked their planner to maximize the commercial without any restraints on the planner noting it was a start, but understands why it caused to be revisited.

Mr. Brooks reviewed the proposed concept plan noting the commercial on Business Highway 287 corridor is where you are going to get the most traffic. He stated the property near the lake makes the most sense for residential area. He stated there were some concerns with how the lots will be laid out and not having seen how the neighborhood would lay out and knowing the lots were smaller, was really the driving force for residential on the zoning change from the city's perspective. Mr. Brooks reviewed the required lot sizes per the city's zoning ordinance and explained the process of a Planned Development noting it allows the city to negotiate with the applicant on lot sizes, amenities, landscaping, land donations, or some feature that is internal or maybe shared facilities, all of which can be considered when reviewing a Planned Development.

Mr. Scott stated what this application would have done, because it's not a lot of detail, would be considered a concept plan and require the district to come back with more specific information as far as what the detail request would look like.

Discussion was held pertaining to lot sizes and Mr. Scott stated a blend of lot sizes would be best for the district. He referenced the lake noting the city has a vision for a regional park around the lake and to have land dedicated around it, it becomes public open space. Dr. Cain stated the district is not opposed to removing the 10,000 square foot lots and going with 12,500 and 16,000 square foot lots.

Mr. Brooks stated from a plat standpoint, the city has two residential developments that are off of Ovilla Road. He stated with these properties and through the platting process, the city made sure to get some access points. We have the thoroughfare plan coming over to the high school, so there will be an alternative access point. Obviously it is going to take time and quite a bit of money, but overtime it will give you a nice secondary access and get congestion off business 287 to get a back door to the school site. Over time you will see the area develop. Mr. Brooks stated the City's Thoroughfare Plan has an access across IH35 and it will take a lot to get us there. He referenced Emory Lakes being a future development of 3,000 plus acres and approximately 10,000 homes noting this is long-term and will provide access points to the school in the future. Mr. Brooks referenced the east/west road alignment at Conquest Boulevard and the north/south alignment noting the district's land planner has the opportunity to decide how to plan the district's property.

4. Discuss traffic concerns around existing Waxahachie High School and Felty Elementary

Trustee John Rodgers asked the completion date for the construction of the apartments across from Felty Elementary.

Assistant City Manager Tommy Ludwig stated the project should be completed in August.

Mr. Scott stated the City had extensive dialogue with the neighborhood who had traffic concerns about elementary students.

(4c)

Mr. Jeff Chambers, Public Works Director, stated the City did some traffic improvements such as a speed time mounted to the school zone sign and blinking crosswalk signage. He stated an acceleration lane is being constructed from the service road turning onto Park Place Boulevard. Mr. Chambers stated the City looked at the timing of the apartment and school traffic noting there should not be an overlap of both traffics. He explained apartment traffic working outside of Waxahachie will be leaving prior to morning school traffic not conflicting due to separate schedules.

Trustee Melissa Starnater had a concern around the existing Waxahachie High School with traffic stacking up into the main lanes of Highway 287 to Business 287.

Mr. Chambers reviewed the high school thoroughfare plan and suggested a turn-around. He stated as the District moves forward in developing their site, it will bring in additional traffic. Mr. Chambers stated for better traffic flow, eliminate the intersection at Highway 287 and Business 287 but explained the highways and intersection is operated by TxDOT. He stated stacking vehicles on the property will assist in maneuvering the traffic stacking on the highways.

Mr. Jose Martinez, Director of Building and Community Services, recommended the District hire a consultant to assist with internal stacking.

5. Discuss sidewalks and lighting to and around Dunaway Elementary, Shackelford Elementary, and Felty Elementary

Trustees Kim Kriegel and Melissa Starnater expressed concern with lack of sidewalks and lighting at Dunaway, Shackelford and Felty Elementary Schools.

Mr. Chambers stated around Dunaway Elementary several streets have bar ditches and the challenge is placing sidewalks on private property.

Mr. Scott referenced Shackelford Elementary noting a crosswalk was installed a couple of years ago. He stated south of Butcher Road is County. He stated City Staff will review for a gap in the area.

6. Discuss overview of 2016 Comprehensive Plan

Mr. Scott stated the City currently has a 2016 Comprehensive Plan which is the City's guidelines and goals. He stated the points include a community snapshot, visions and goals, future land use plan, transportation plan, community facilities plan, growth strategies, and implementation plan.

Discussion was held and Dr. Cain stated with the growth of the District an elementary school is slated for North Grove and questioned where the next school will go.

7. Discuss residential subdivision activity and high growth sectors

Mr. Brooks stated the city is growing in every direction noting large growth areas are North Grove, where an elementary school is planned, and Garden Valley. He explained typically when working with developers the city talks to the school district of how many schools will be needed. Mr. Brooks stated there is a northwest interest in the neighborhood by the developers of Settlers Glen for a school. He stated the city has 7,000 platted lots meaning there is a lot of potential throughout the city.

(44)

President Autrey stated Camden Estates has put more pressure on Clift Elementary. He noted the Lonesome Dove developers stated to the district they would donate land for a school but realizes that's a ways out. Mr. Autrey stated WISD's formula is a school is built for every 1,000 homes built. Mr. Brooks stated the Waxahachie Comprehensive Plan reflects that the population of Waxahachie is based on a 2.5% growth rate and over the next 30 years 40,000 people will be added to our population. He stated the past 5 years showed a 3.7% growth rate and the last 2 years we had a 4.1% growth rate. Mr. Brooks stated the city has a formula with the North Central Texas Council of Governments that reflect with a 4.1% growth rate, the population in 2030 will be 58,287.

President Autrey stated the district is experiencing a 4% growth rate.

Mr. Martinez stated the permits issued for single-family have been consistently rising every fiscal year. He reported to date 354 permits have been issued and last year 421 permits were issued. Mr. Brooks stated these don't include Multi-family projects. Mr. Scott stated the city discourages 3 bedroom apartments.

8. Adjourn

President Dusty Autrey thanked everyone for their attendance and dialogue. He suggested meeting twice a year and City Council concurred.

There being no further business, Secretary Judd McCutchen moved the meeting adjourn at 7:33 p.m. Vice President Clay Schoolfield seconded, All Ayes.

There being no further business, Mayor Pro Tem Mary Lou Shipley moved the meeting adjourn at 7:33 p.m. Councilmember Melissa Olson seconded, All Ayes.

Respectfully submitted,

Lori Cartwright
City Secretary



May 15, 2019

**Ms. Lori Cartwright
City Secretary
City of Waxahachie
P.O. Box 757
Waxahachie, TX 75168**

SUBJECT: Crape Myrtle Fireworks Display

Dear Lori:

We are requesting permission to conduct a fireworks display on Wednesday, July 3, 2019 at 9 p.m.

We have received permission from Alan Doan to use the Roye's property on Brown Street.

The Fire Department has been contacted, and the fireworks company has secured all permits from the state.

Sincerely,


**Laurie Mosley
Director Convention & Visitors Bureau
City of Waxahachie**

**cc: Michael Scott, City Manager, City of Waxahachie
Ricky Boyd, Fire Chief, City of Waxahachie
Dale Sigler, Asst. Police Chief, City of Waxahachie**

**Waxahachie Convention & Visitors Bureau
2000 Civic Center Lane, Waxahachie, TX 75165 • 469-309-4045**

(40)

Contract Agreement

This Agreement made this 14th day of January, 2019, by and between PYRO SHOWS OF TEXAS, Inc., a Texas14 Corporation, whose address is 6601 Nine Mile Azle Road, Fort Worth, Texas, 76135, and hereinafter referred to as "PYRO SHOWS OF TEXAS" and WAXAHACHIE CHAMBER OF COMMERCE with its principle place of business located at 102 YMCA Drive, Waxahachie, in the State of Texas, hereinafter referred to as "Customer".

In consideration of the mutual promises and undertakings set forth herein, receipt of said consideration being acknowledged, the parties hereby agree as follows:

- I. **FIREWORKS DISPLAY:** PYRO SHOWS agrees to furnish to Customer a fireworks display, hereinafter referred to as "Show", pursuant to the project/sales order #19-TX-07-03-C-8032-000044 dated this 14th day of January, 2019. The Show will be given on the 3rd day of July, 2019. Rain date/postponement date: _____.
- II. **CANCELLATION:** PYRO SHOWS shall determine what weather conditions prohibit PYRO SHOWS from proceeding with the Show; in which case, PYRO SHOWS agrees to present the Show on the following day or previously agreed upon postponement date. In addition to contracted Show cost, Customer shall remit the actual additional expenses PYRO SHOWS shall incur in presenting the show on subsequent occasion to include labor, lodging, per diem, etc.; in no event shall these additional expenses be less than ten percent (10%) of the contracted price of the Show. In the event the Show must be RESCHEDULED to a mutually agreed upon date other than the previously agreed upon rain date, in addition to contracted Show cost, Customer shall remit the actual additional expenses PYRO SHOWS shall incur in presenting the Show on subsequent occasion to include labor, lodging, per diem etc.; in no event shall these expenses be less than thirty percent (30%) of the contracted price of the Show. Should Customer elect to CANCEL the Show for any reason, Customer must provide PYRO SHOWS with a thirty (30) days' written notice by certified mail, return receipt, to PYRO SHOWS' address as set forth above. Customer agrees that PYRO SHOWS shall incur substantial expense in preparation for the Show and, accordingly, agrees to pay PYRO SHOWS fifty (50%) of the total contract price for the show as liquidated damages for cancellation. If the Customer does not provide PYRO SHOWS with notice as set forth herein, Customer shall pay PYRO SHOWS the entire amount or one hundred percent (100%) of the contract price for the Show as liquidated damages.
- III. **SECURITY AREA:** Customer agrees to furnish sufficient space for PYRO SHOWS to properly conduct the Show as determined by NFPA 1123-2014 (hereinafter "Security Area"). Customer agrees to provide adequate security protection to preclude persons unauthorized by PYRO SHOWS from entering the Security Area. For the purposes of the Agreement, "Unauthorized Persons" shall mean anyone other than the employees of PYRO SHOWS or persons specifically designated in writing by the sponsor or the Authority Having Jurisdiction (AHJ), and submitted and approved, to PYRO SHOWS prior to the event. Any expenses for security or stand-by fire protection shall be the responsibility of the Customer.
- IV. **SITE CLEANUP:** PYRO SHOWS shall be responsible for basic cleanup of the launch area to include policing of the fallout zone for any unexploded ordnance and removal of all large paper debris, wood, wire, foil, racks, mortars and firing equipment used in the setup for the show. Customer shall be responsible for cleanup of debris located in and around fallout zone.
- V. **INDEMNIFICATION AND HOLD HARMLESS:** Customer agrees to hold PYRO SHOWS harmless from any damages caused to Customer which result as a consequence of unauthorized persons entering the Security Area. Furthermore, Customer agrees to defend and indemnify PYRO SHOWS from any and all claims brought against PYRO SHOWS for damages caused wholly or in part by Unauthorized Person who have entered the Security Area.
- VI. **AMENDMENT & ASSIGNMENT:** This agreement is deemed personal and confidential to Customer, his heirs, executors and administrators only, and may not be sold, assigned, amended, or transferred without the prior written consent of PYRO SHOWS.
- VII. **COMPLIANCE WITH THE LAWS AND REGULATIONS:** Promptly upon the execution of this Agreement, Customer shall apply for the approval hereof to any agency, officer or authority of any government if such approval is required by any applicable law, ordinance, code or regulation. Customer agrees to indemnify and hold harmless PYRO SHOWS from against all claims, suits, and causes of action, demands, penalties, losses or damages which may arise or accrue because of the failure or neglect of customer to obtain such approval. This Agreement is made expressly subject to and Customer expressly agrees to comply with and abide by all applicable laws, ordinances, codes and regulations insofar as the same may be applicable to the terms and conditions of this Agreement, including all rules and regulations now existing or that may be promulgated under and in accordance with any such law or laws.
- VIII. **PERMITS AND LICENSES:** PYRO SHOWS shall process the necessary permits and licenses to enable PYRO SHOWS to perform fully hereunder unless otherwise forbidden by any other applicable statute, rule or otherwise. It is hereby stipulated that this Agreement is to be construed and governed by the laws of the State of Tennessee, and any suit involving this contract shall be brought in the Courts of Campbell County in the State of Tennessee, and the Customer hereby submits itself to the jurisdiction of said Courts and waives its rights to proceed against PYRO SHOWS in and other actions, in any other jurisdiction. For Shows that include licensed music accompaniment, Customer agrees to verify with their organization, venue, sponsor, and/or

(4d)

PYRO SHOWS

municipality, the permission to simulcast music and agrees to pay any and all fees associated with the broadcast of said music in the public environment of the Show.

- IX.
- X. **LATE PAYMENT:** PYRO SHOWS shall charge, and Customer agrees to pay, one and one half percent (1 1/2%) per month late payment fee for each month until PYRO SHOWS is paid the amount set forth in Paragraph XIV herein. The stated late payment fee shall begin to run from the applicable date(s) established in Section XIV, unless this provision is prohibited by law.
- XI. **ADVERTISEMENT AND PROMOTIONS:** Customer agrees to state that fireworks display is being provided by PYRO SHOWS in all advertisements and promotions. Furthermore, Customer agrees to allow PYRO SHOWS to use sponsors name and/or logo in PYRO SHOWS list of clients and any Pyro Shows advertisements and promotions.
- XII. **COMPLAINTS:** In the event that Customer has a complaint concerning the Show, or any material or product used in or pursuant to the Show, or of the conduct of the Show by PYRO SHOWS, or any act or omission of PYRO SHOWS or its agents, either directly or indirectly, without limitation, Customer shall make complaint known to PYRO SHOWS in writing by certified mail to PYRO SHOWS' address as set forth above, within ten (10) days after the date of the Show. In the event that Customer fails to register any complaint in the time and in the manner specified, Customer agrees that it shall not claim such complaint as cause for an offset or withhold any payment due to PYRO SHOWS hereunder on account of or because of such complaint or any matter arising from, relating to or a consequence of the complaint. Furthermore, Customer agrees that should PYRO SHOWS have to collect any amount due PYRO SHOWS hereunder which Customer claims as an offset or which is withheld by Customer on account of, or because of, a complaint not registered with PYRO SHOWS in the time and in the manner specified herein, by law or through an Attorney-at-Law, PYRO SHOWS shall be entitled to collect attorneys' fees in the amount of 15% of the amount owing PYRO SHOWS or the maximum amount allowed by law, whichever is greater, along with all cost of collection.
- XIII. **INSURANCE:** Pyro Shows will provide General Liability Insurance and Automobile Liability in the amount of \$10,000,000.00, combined single limit, covering its activities and services in connection with the show described in this contract. Pyro Shows also agrees to include Customer as additional insured under the terms of this coverage. Pyro Shows, Inc. will provide a Certificate of Insurance. All entities listed on the certificate will be deemed an additional insured per this contract.
- XIV. **PAYMENT TERMS:** Waxahachie Chamber of Commerce shall pay PYRO SHOWS \$8,032 plus applicable taxes according to the terms and conditions set forth for presenting the Show. Customer shall submit a 50% deposit (\$4,016) upon return of signed contract by February 15, 2019. Balance will be due in the PYRO SHOWS office prior to day of show.
- XV. **TAXES:** Customer shall be responsible for all applicable sales taxes.

IMPORTANT: Checks must be made payable to PYRO SHOWS, INC.

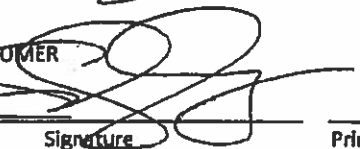
All the terms and conditions set forth on any addendum attached to this Agreement are made part of this Agreement and incorporated by reference herein.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

PYRO SHOWS OF TEXAS, INC.

BY: 
Chad Stanley, General Manager

DATE: 1-23-19

CUSTOMER
BY: 
Signature

Sandy King
Printed Name

President/CEO
Title

DATE: 1.11.19

WARRANTY EXCLUSIONS

EXCEPT AS SPECIFICALLY PROVIDED HEREIN, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

No representation of affirmation of fact including but not limited to statement regarding capacity, suitability for use, or performance of equipment or products shall be, or be deemed to be, a warranty by PYRO SHOWS for any purpose, nor give rise to any liability or obligation of PYRO SHOWS whatsoever.

IN NO EVENT SHALL PYRO SHOWS BE LIABLE FOR ANY LOSS OF PROFITS OR OTHER ECONOMIC LOSS, INDIRECT, SPECIAL, CONSEQUENTIAL, OR OTHER SIMILAR DAMAGES ARISING OUT OF ANY CLAIMED BREACH OF OBLIGATIONS HEREUNDER.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/22/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Britton Gallagher One Cleveland Center, Floor 30 1375 East 9th Street Cleveland OH 44114	CONTACT NAME:													
	PHONE (A/C, No, Ext): 216-658-7100 FAX (A/C, No):													
INSURED Pyro Shows of Texas Inc. PO Box 1776 115 North 1st Street La Follette TN 37766	E-MAIL ADDRESS:													
	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Maxum Indemnity Company</td><td>26743</td></tr><tr><td>INSURER B: Everest Indemnity Insurance Co.</td><td>10851</td></tr><tr><td>INSURER C: Everest National Insurance Company</td><td>10120</td></tr><tr><td>INSURER D: TEXAS MUT INS CO</td><td>22945</td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Maxum Indemnity Company	26743	INSURER B: Everest Indemnity Insurance Co.	10851	INSURER C: Everest National Insurance Company	10120	INSURER D: TEXAS MUT INS CO	22945	INSURER E:		INSURER F:
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INSURER E:														
INSURER F:														

COVERAGES

CERTIFICATE NUMBER: 488578688

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Y Y	SI8GL00230-181	10/1/2018	10/1/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPROP AGG \$2,000,000 \$
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Y Y	SI8CA00004-181	10/1/2018	10/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y Y	EXC6020208	10/1/2018	10/1/2019	EACH OCCURRENCE \$9,000,000 AGGREGATE \$9,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	0002003571	9/30/2018	9/30/2019	<input checked="" type="checkbox"/> WC STATUS- TORY LIMITS <input type="checkbox"/> OTH- ER E L EACH ACCIDENT \$500,000 E L DISEASE - EA EMPLOYEE \$500,000 E L DISEASE - POLICY LIMIT \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement.
DISPLAY DATE: May 31, 2019 RAIN DATE: June 1, 2019

ADDITIONAL INSURED: Waxahachie Independent School District, City of Waxahachie, Texas; Roye Family Enterprises

CERTIFICATE HOLDER**CANCELLATION**

Waxahachie ISD
Attn: Ryan Kahlden
411 N Gibson St
Waxahachie TX 75165

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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(4e)



May 15, 2019

**Mr. Juan Paredes
Texas Department of Transportation
124 FM 876
Waxahachie, TX 75167**

Dear Mr. Paredes:

The Waxahachie Chamber of Commerce, Waxahachie Convention & Visitors Bureau, and the Cape Myrtle Festival Committee are making plans for the 22nd Annual Cape Myrtle Festival.

We are requesting permission to host a parade on Thursday, July 4, 2019, 10 a.m., along the following route:

Line up at the 300 block of North College, proceed south on College Street, west on Main Street (U.S. Highway 287 Business), south on Grand Street, ending at Getzendaner Park.

We are also requesting approval of this route from the City of Waxahachie.

Sincerely,


**Laurie Mosley
Director Convention & Visitors Bureau
City of Waxahachie**

**cc: Lori Cartwright, City Secretary, City of Waxahachie
Michael Scott, City Manager, City of Waxahachie
Dale Sigler, Asst. Police Chief, City of Waxahachie**

**Waxahachie Convention & Visitors Bureau
2000 Civic Center Lane, Waxahachie, TX 75165 • 469-309-4045**

(44)

\$50-

Application for a Festival or Event Permit

Event Name and Description: Apostolic Living Way -
Free community event, live singing with
a stage. (Address: 423 N. College St Waxahachie, TX)
alwchurch.com 75165

Applicant Information

Name: Karen Rasor

Address: 737 Becky Ln

City, State, Zip: Waxahachie, TX 75165 Phone: 972-839-2811

E-mail Address: apostoliclivingway@gmail.com

Organization Information

Organization Name: Apostolic Living Way

Address: mailing 737 Becky Ln Waxahachie, TX 75165

Authorized Head of Organization: Dewayne Rasor

Phone: 972-567-8246

E-mail Address: pastorofalw@gmail.com

Event Chairperson/Contact

Name: Linda Hanekamp

Address: 1605 Bent Creek Dr

City, State, Zip: Desoto, TX 75115 Phone: 734-972-0784

E-mail Address: secretaryofalw@gmail.com

Event Information

Event Location/Address: Getzender Park (small pavillion)

Purpose: Free community event - live singing

Event Start Date and Time: 6/29/19 @ 10:00am

Received in
City Secretary's Office
5/20/19 BV
City of Waxahachie, Texas

(4f)

Event End Date and Time: 6/29/19 E 5pm

Approximate Number of Persons Attending Event Per Day: 100-200

Site Preparation and Set-Up Date and Time: 6/29/19 E 8:00am

Clean-Up Completion Date and Time: 6/29/19 E 7:00pm

List all activities that will be conducted as a part of this event including street closures, traffic control, vendor booths, etc.

Live singing with stage. Free activities for kids. Free food, drinks, and snow cones.

Food list: Hot dogs, individually packaged chips, Drinks in the can, small snow cones.

Will food and/or beverages be available and/or sold? ☒ YES ☐ NO Free of charge

Will alcohol be available and/or sold? YES ☒ NO

If food will be prepared on-site, a Temporary Food Permit must be obtained by the Environmental Health Department.

Will dumpsters be needed? yes - Please

Please submit a site plan showing the layout of the event including equipment, stages, and street locations

I THE UNDERSIGNED APPLICANT, AGREE TO INDEMNIFY AND HOLD HARMLESS THE CITY OF WAXAHACHIE, ITS OFFICERS, EMPLOYEES, AGENTS, AND REPRESENTATIVES AGAINST ALL CLAIMS OF LIABILITY AND CAUSES OF ACTION RESULTING FROM INJURY OR DAMAGE TO PERSONS OR PROPERTY ARISING OUT OF THE SPECIAL EVENT.

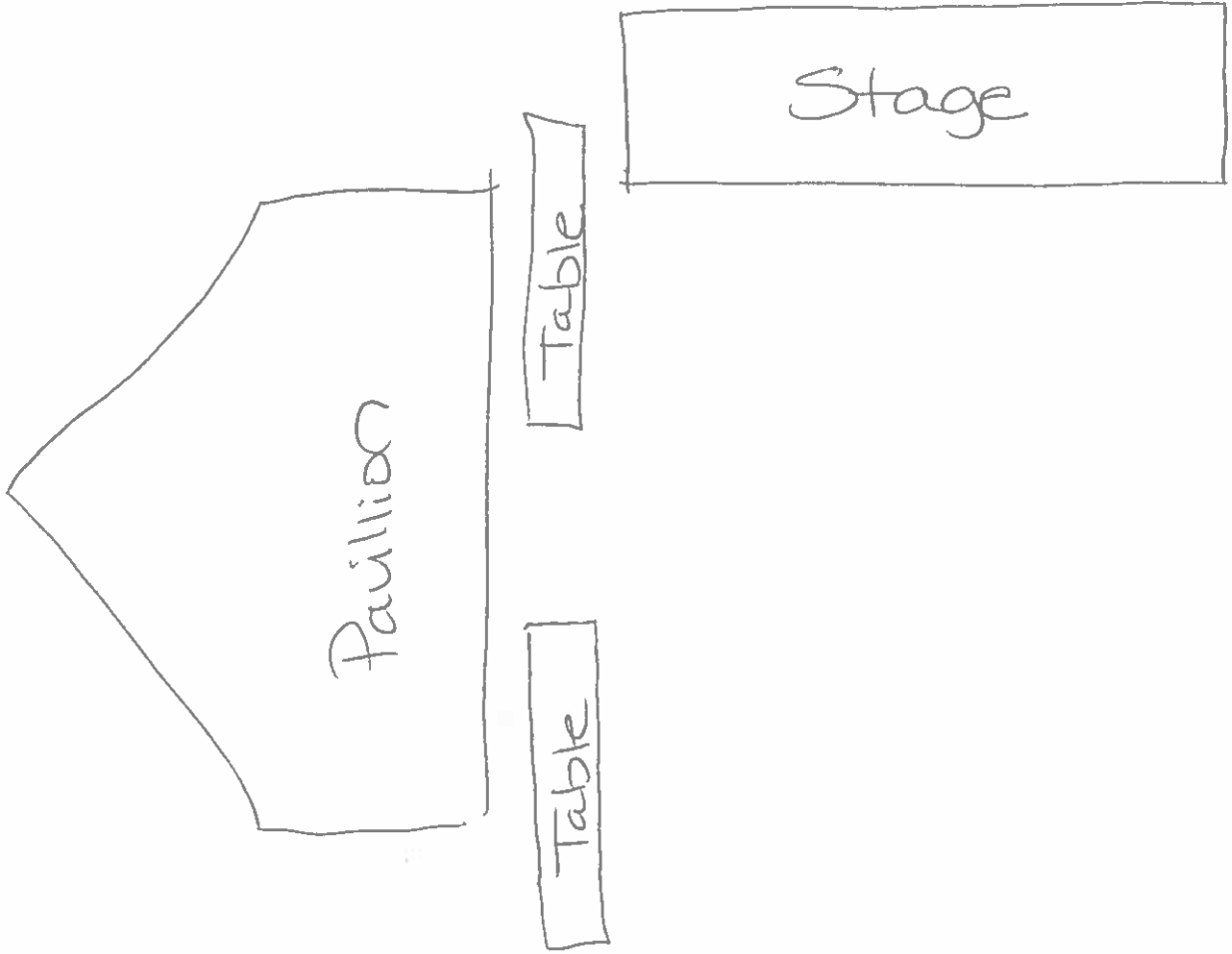
Karen Baser

Signature of Applicant

5/7/19

Date

(4f)



Playground

(4P)

Villarreal, Amber

From: Wade Goolsby <wgoolsby@waxahachiepd.org>
Sent: Monday, May 20, 2019 4:39 PM
To: Villarreal, Amber
Subject: RE: Event Application-Apostolic Living Way

I don't have any issues with this.

Wade G. Goolsby
Chief of Police
Waxahachie Police Department
630 Farley St.
Waxahachie, TX 75165
469-309-4411



From: Villarreal, Amber [mailto:avillarreal@waxahachie.com]
Sent: Monday, May 20, 2019 4:37 PM
To: Wade Goolsby <wgoolsby@waxahachiepd.org>; Ricky Boyd <rboyd@waxahachiefire.org>; John Smith <jsmith@waxahachie.com>; Gumaro Martinez <gmartinez@waxahachie.com>; Hill, Krystyne <khill@waxahachie.com>; Robert Best <rbest@waxahachiepd.org>; Mosley, Laurie <lmosley@waxahachiecvb.com>
Cc: Michael Scott <msscott@waxahachie.com>; Cartwright, Lori <lcartwright@waxahachie.com>
Subject: Event Application-Apostolic Living Way

Please review the attached event application and send me your comments/concerns.

Thank you,

Amber Villarreal, TRMC, CMC
Assistant City Secretary
City of Waxahachie
Direct (469) 309-4006 | Fax (469) 309-4003 | PO Box 757, Waxahachie, Texas 75168
www.waxahachie.com

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(44)

Villarreal, Amber

From: Smith, John
Sent: Monday, May 20, 2019 4:43 PM
To: Villarreal, Amber; Wade Goolsbey; Ricky Boyd; Martinez, Gumaro; Hill, Krystyne; Robert Best; Mosley, Laurie
Cc: Scott, Michael; Cartwright, Lori
Subject: RE: Event Application-Apostolic Living Way

I do have the small pavilion in Getzendaner Park penciled in for their use. They will make payment after/if this application is approved. I'll be glad to work with them.

Thanks,

John

From: Villarreal, Amber <avillarreal@waxahachie.com>
Sent: Monday, May 20, 2019 4:37 PM
To: Wade Goolsbey <wgoolsby@waxahachiepd.org>; Ricky Boyd <rboyd@waxahachiefire.org>; Smith, John <jsmith@waxahachie.com>; Martinez, Gumaro <gmartinez@waxahachie.com>; Hill, Krystyne <khill@waxahachie.com>; Robert Best <rbest@waxahachiepd.org>; Mosley, Laurie <lmosley@waxahachiecvb.com>
Cc: Scott, Michael <msscott@waxahachie.com>; Cartwright, Lori <lcartwright@waxahachie.com>
Subject: Event Application-Apostolic Living Way

Please review the attached event application and send me your comments/concerns.

Thank you,

Amber Villarreal, TRMC, CMC
Assistant City Secretary
City of Waxahachie
Direct (469) 309-4006 | Fax (469) 309-4003 | PO Box 757, Waxahachie, Texas 75168
www.waxahachie.com

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(4f)

Villarreal, Amber

From: Boyd, Ricky <RBoyd@waxahachiefire.org>
Sent: Monday, May 20, 2019 4:45 PM
To: Villarreal, Amber
Subject: Re: Event Application-Apostolic Living Way

I have no concerns with this request.

Sent from my iPhone

On May 20, 2019, at 16:37, Villarreal, Amber <avillarreal@waxahachie.com> wrote:

Please review the attached event application and send me your comments/concerns.

Thank you,

Amber Villarreal, TRMC, CMC
Assistant City Secretary
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Direct (469) 309-4006 | Fax (469) 309-4003 | PO Box 757, Waxahachie, Texas 75168
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<Event Application-Apostolic Living Way.pdf>

(4A)

Villarreal, Amber

From: Hill, Krystyne
Sent: Monday, May 20, 2019 5:00 PM
To: Smith, John; Villarreal, Amber; Wade Goolsbey; Ricky Boyd; Martinez, Gumaro; Robert Best; Mosley, Laurie
Cc: Scott, Michael; Cartwright, Lori
Subject: RE: Event Application-Apostolic Living Way

Hi Amber!

In order for them to participate with food and/or beverage, if everyone else approves of their plan(s), they will need to apply for a temporary food permit. They will also need to provide to me:

1. Food handler & food manager certificate (or just food manager certification if just that person is serving)
2. Hand wash station if it is being served anywhere (that is covered) that is not a food truck
3. Temporary food establishment application/permit

Let me know if there is anything I can do to help! Thank you!:)

Krystyne Hill
Health Inspector
City of Waxahachie



From: Smith, John <jsmith@waxahachie.com>
Sent: Monday, May 20, 2019 4:43 PM
To: Villarreal, Amber <avillarreal@waxahachie.com>; Wade Goolsbey <wgoolsby@waxahachiepd.org>; Ricky Boyd <rboyd@waxahachiefire.org>; Martinez, Gumaro <gmartinez@waxahachie.com>; Hill, Krystyne <khill@waxahachie.com>; Robert Best <rbest@waxahachiepd.org>; Mosley, Laurie <mosley@waxahachiecvb.com>
Cc: Scott, Michael <miscott@waxahachie.com>; Cartwright, Lori <lcartwright@waxahachie.com>
Subject: RE: Event Application-Apostolic Living Way

I do have the small pavilion in Getzendaner Park penciled in for their use. They will make payment after/if this application is approved. I'll be glad to work with them.

Thanks,

John

From: Villarreal, Amber <avillarreal@waxahachie.com>
Sent: Monday, May 20, 2019 4:37 PM
To: Wade Goolsbey <wgoolsby@waxahachiepd.org>; Ricky Boyd <rboyd@waxahachiefire.org>; Smith, John <jsmith@waxahachie.com>; Martinez, Gumaro <gmartinez@waxahachie.com>; Hill, Krystyne <khill@waxahachie.com>;

(4P)

Villarreal, Amber

From: Villarreal, Amber
Sent: Wednesday, May 22, 2019 10:12 AM
To: apostoliclivingway@gmail.com
Cc: secretaryofalw@gmail.com
Subject: FW: Event Application-Apostolic Living Way

Hi Karen,

Please see the response below from Health Inspector Krystyne Hill.

Thank you,

Amber Villarreal, TRMC, CMC
Assistant City Secretary
City of Waxahachie
Direct (469) 309-4006 | Fax (469) 309-4003 | PO Box 757, Waxahachie, Texas 75168
www.waxahachie.com

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From: Hill, Krystyne <khill@waxahachie.com>
Sent: Monday, May 20, 2019 5:00 PM
To: Smith, John <jsmith@waxahachie.com>; Villarreal, Amber <avillarreal@waxahachie.com>; Wade Goolsbey <wgoolsby@waxahachiepd.org>; Ricky Boyd <rboyd@waxahachiefire.org>; Martinez, Gumaro <gmartinez@waxahachie.com>; Robert Best <rbest@waxahachiepd.org>; Mosley, Laurie <lmosley@waxahachiecvb.com>
Cc: Scott, Michael <msscott@waxahachie.com>; Cartwright, Lori <lcartwright@waxahachie.com>
Subject: RE: Event Application-Apostolic Living Way

Hi Amber!

In order for them to participate with food and/or beverage, if everyone else approves of their plan(s), they will need to apply for a temporary food permit. They will also need to provide to me:

1. Food handler & food manager certificate (or just food manager certification if just that person is serving)
2. Hand wash station if it is being served anywhere (that is covered) that is not a food truck
3. Temporary food establishment application/permit

Let me know if there is anything I can do to help! Thank you!:)

Krystyne Hill
Health Inspector
City of Waxahachie



Memorandum

To: Honorable Mayor and City Council
From: Albert Lawrence, Assistant City Manager *AL*
Thru: Michael Scott, City Manager *MS*
Date: May 28, 2019
Re: Consider Budget Amendment for Parks and Recreation – Land

Item Description: Consider approving a budget amendment increasing the 2018-19 Parks and Recreation – Land budget by \$45,111.

Item Summary: On May 20, 2019, City Council authorized the City Manager to purchase the building and approximately 1.7 acres of land at 400 Cantrell for \$90,000 plus related closing costs. After closing, the total cost with associated fees was \$90,221.48. Council also authorized funding for the purchase to be split equally between the General Fund and the TIRZ Fund. Therefore, the line item for land in the Parks and Recreation Budget of the General Fund must be increased by \$45,111.

Fiscal Impact: The proposed budget amendment would increase the Parks and Recreation – Land (100-510-57100) budget from \$0 to \$45,111. These additional funds would come from the General Fund unrestrictive reserve balance. The reserve balance has sufficient funds available to absorb the additional expenditure with no significant impact.



Memorandum

To: Honorable Mayor and City Council

From: Anita Brown, Downtown Development Director/HPO AB

Thru: Michael Scott, City Manager

Date: May 28, 2019

Re: Consider approval of lease agreement for 216 N. College

Item Description: Consider approval of lease agreement with John Bailey for city owned property at 216 N. College, former city police department.

Item Summary: Last fall the city began advertising the former police department building as a potential lease property. Several proposals were received and vetted through the lens of the documents that guide the redevelopment efforts for downtown Waxahachie. John Bailey's proposal was most in keeping with the goals laid out in the plans for downtown and negotiations for that property were conducted.

A separate Memorandum of Understanding for the rehabilitation of the property located at 216 N. College was created, presented to the TIRZ board for funding, and approved by that board unanimously. It was approved by City Council on April 15, 2019.

The proposed lease agreement that is attached will commence after the rehabilitation has been completed and the property is suitable for the intended uses. This agreement has been crafted with input from all parties and it has been revised and approved by the city attorney. This lease has been agreed to by the tenant and is being recommended by City staff for Council's approval at this time.

This project is an exciting one for downtown and will contribute a benefit to downtown that is currently lacking. Mr. Bailey has prior success with this type of operation and we are thrilled that he wants to embark on his next successful venture in downtown Waxahachie.

(4h)

RETAIL LEASE for
216 North College Street

Date:

Landlord: THE CITY OF WAXAHACHIE

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

Tenant: John D. Bailey

Tenant's Address: 513 N. Rogers Street
Waxahachie, Texas 75165

Tenants Permitted Use: Tenant may use the Premises for a live music venue and restaurant, with service of alcoholic beverages. Premises may also be utilized by the Tenant for sales of related items (such as T-shirts and recorded music). Tenant may use the Premises as a broadcast radio station/studio if so permitted.

Premises:

Street address: 216 N. College Street

City, state, zip: Waxahachie, Texas 75165

Property description: All of that certain property owned by the Lessor at or adjacent to 216 North College Street, Waxahachie, Texas, being further identified as Property ID 217175 in the tax records of Ellis County. The property is legally described as LOTS PT 1 & 1B BLK 1 & LOT 1A-B-D BLK 10 TOWN Addition – WAXAHACHIE 1.256 AC. The proposed lease would include all property at this location, being formerly utilized as the main police station of the City of Waxahachie, and including all parking on site, and appurtenances.

Initial Term (months): 60 months

Commencement Date: January 2, 2020

Termination Date: January 1, 2025

Rent: \$1,500 per month for first 12 months
\$1,500 per month, plus 6% of actual gross sales that exceed \$25,000, exclusive of sales taxes, for remaining 48 months

(4h)

Example Percentage Rent

Calculations:

If the monthly gross sales were \$100,000, the rent would be \$1,500 in base rent, with \$4,500 in percentage rent (6% of \$75,000), for a total monthly rent of \$6,000.

If the monthly gross sales were \$200,000, the rent would be \$1,500 in base rent, with \$10,500 in percentage rent (6% of \$175,000), for a total monthly rent of \$12,000.

If the monthly gross sales were \$25,000, the rent would be \$1,500 in base rent, with \$0 in percentage rent, for a total monthly rent of \$1,500.

Optional Term (months): 60 months

Commencement Date: January 2, 2025

Termination Date: January 1, 2030

Rent: \$2,500 per month, plus 7% of actual gross sales that exceed \$25,000, exclusive of sales taxes

Permitted Use: Restaurant and live music entertainment venue as permitted by current City zoning ordinances and as described above. Broadcast radio station/studio as permitted.

Tenant's Insurance: _____
Policy requirements as described below

Definitions

"Agent" means agents, contractors, employees, licensees and, to the extent under the control of the principal, invitees.

"Gross sales" means all money received by Tenant, whether the sales are represented by cash, check, credit, charge account, exchange, or otherwise, (a) while utilizing the Premises, (b) as a result of any rental of the Premises, (c) from the sale of goods, services, food and beverages, or merchandise from all business conducted on or from the Premises by Tenant (including all revenues generated from broadcast radio use of the Premises). "Gross sales" shall not include, however, sales taxes imposed upon the sale of food, beverages, merchandise or services and paid by Tenant to the appropriate taxing authority.

(4h)

Clauses and Covenants

A. Tenant agrees to –

1. Lease the Premises for the entire term beginning on the commencement date and ending on the termination date.
2. Accept the Premises "As Is," the Premises being suitable for the permitted use after completion of rehabilitation per separate Memorandum of Understanding.
3. (a) Obey all laws and/or requirements relating to Tenant's use, maintenance of the condition, and occupancy of the Premises; (b) Obey any requirements imposed by utility companies serving or insurance companies covering the Premises; and (c) maintain the Premises in a clean and healthful condition.
4. Pay monthly, in advance, on the first day of the month, the Rent to Landlord at Landlord's address. In the event that Percentage Rent is calculated to be due, that amount may be paid on the first day of the next month, along with that month's Base Rent
5. Pay a late charge fee of five (5) percent of any Rent not received by Landlord by the tenth day after it is due.
6. Obtain and pay for all utility service used by Tenant.
7. Pay all property taxes imposed when due and any pro-rated taxes applicable during the time of the lease.
8. Schedule and pay for the removal of any solid or liquid waste, to include servicing any grease trap/interceptors as applicable.
9. Allow Landlord to enter the Premises to perform Landlord's obligations, inspect the Premises and show the Premises to prospective purchasers or Tenants.
10. Repair, replace, and maintain any part of the Premises that Landlord is not obligated to repair, replace, or maintain, normal wear excepted.
11. Keep the sidewalks, service ways, and loading areas adjacent to the Premises clean and unobstructed.
12. Submit in writing to Landlord any request for repairs, replacement, and maintenance that are the obligations of Landlord.

(4h)

13. Continuously and in good faith (a) conduct on the entire Premises the type of business for which the Premises are leased in an efficient and reputable manner and (b) except during reasonable periods for repairing, cleaning, and decorating, keep the Premises open to the public for business.
14. Carry necessary insurance in the form of a \$1,000,000 public liability insurance policy with the Landlord listed as an additional insured.
15. **INDEMNIFY, DEFEND, AND HOLD LANDLORD AND LIENHOLDER, AND THEIR RESPECTIVE AGENTS, HARMLESS FROM ANY INJURY OR DEATH (AND ANY RESULTING OR RELATED CLAIM, ACTION, LOSS, LIABILITY, OR REASONABLE EXPENSE, INCLUDING ATTORNEY'S FEES AND OTHER FEES AND COURT AND OTHER COSTS) OCCURRING IN ANY PORTION OF THE PREMISES. THE INDEMNITY CONTAINED IN THIS PARAGRAPH (a) IS INDEPENDENT OF TENANT'S INSURANCE, (b) WILL NOT BE LIMITED BY COMPARATIVE NEGLIGENCE STATUTES OR DAMAGES PAID UNDER THE WORKERS' COMPENSATION ACT OR SIMILAR EMPLOYEE BENEFIT ACTS, (c) WILL SURVIVE THE END OF THE TERM, AND (d) WILL APPLY EVEN IF AN INJURY IS CAUSED IN WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE OR STRICT LIABILITY OF LANDLORD BUT WILL NOT APPLY TO THE EXTENT AN INJURY IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF LANDLORD, AND THEIR RESPECTIVE AGENTS.**

LANDLORD SHALL NOT BE LIABLE TO TENANT OR TO TENANT'S EMPLOYEES, AGENTS, INVITEES OR VISITORS, OR TO ANY OTHER PERSON, FOR ANY INJURY TO PERSONS OR DAMAGE TO PROPERTY ON OR ABOUT THE PREMISES OR ANY ADJACENT AREA OWNED BY LANDLORD CAUSED BY THE NEGLIGENCE OR MISCONDUCT OF TENANT, TENANT'S EMPLOYEES, SUBTENANTS, AGENTS, INVITEES, LICENSEES OR CONCESSIONAIRES OR ANY OTHER PERSON ENTERING THE PREMISES UNDER EXPRESS OR IMPLIED INVITATION OF TENANT, OR ARISING OUT OF THE USE OF THE PREMISES BY TENANT, AND THE CONDUCT OF TENANT'S BUSINESS, OR ARISING OUT OF ANY BREACH OR DEFAULT BY TENANT IN THE PERFORMANCE OF TENANT'S OBLIGATIONS UNDER THIS AGREEMENT; AND TENANT HEREBY AGREES TO INDEMNIFY AND HOLD LANDLORD HARMLESS FROM ANY LOSS, EXPENSE OR CLAIMS ARISING OUT OF SUCH DAMAGE OR INJURY. TENANT SHALL NOT BE LIABLE FOR ANY INJURY OR DAMAGE CAUSED BY THE NEGLIGENCE OR MISCONDUCT OF LANDLORD, OR LANDLORD'S EMPLOYEES OR AGENTS, AND LANDLORD AGREES TO INDEMNIFY AND HOLD TENANT HARMLESS FROM ANY LOSS, EXPENSE OR DAMAGE ARISING OUT OF SUCH DAMAGE OR INJURY, TO THE EXTENT AUTHORIZED BY LAW.

(4h)

B. Tenant agrees not to –

1. Use the Premises for any purpose other than the permitted use identified in the terms of this lease.
2. Create a nuisance.
3. Permit any waste.
4. Use the Premises in any way that would increase insurance premiums, or void insurance on the building.
5. Change the Landlord's lock system.
6. Alter the Premises without written permission from Landlord.
7. Permit any mechanic's lien or other lien to be placed on the Premises or on improvements on them. If a mechanic's lien or any other lien is filed on the Premises or on improvements on them, Tenant will promptly pay said lien. If default in payment of the lien continues for thirty (30) days after Landlord's written notice to Tenant, Landlord may, at its option, pay the lien or any portion of it without inquiring into its validity. Any amounts Landlord pays to remove a mechanic's lien or other lien caused by Tenant to be filed against the Premises or against improvements on them, including expenses and interest, will be due from Tenant to Landlord and must be repaid to Landlord immediately on rendition of written notice, along with interest at six percent (6.0%) per annum until repaid. In addition, Landlord may provide thirty (30) day written notice of intent to terminate this Agreement should Tenant fail to pay said lien.
8. Assign this lease or sublease any portion of the Premises without Landlord's written consent.
9. Place any signs on the Premises without Landlord's written consent.
10. Place any hazardous materials or materials that could create environmental damage on the property without written consent from Landlord.
11. Utilize the building or grounds for outdoor storage or display without written consent from Landlord.

C. Landlord agrees to –

1. Lease to Tenant the Premises for the entire term beginning on the commencement date and ending on the termination date.
2. Repair, replace, and maintain the (a) roof, (b) foundation, (c) structural soundness of the exterior walls, excluding windows, store fronts, and doors (including broken panes of glass), and be

(4h)

responsible for major failure of mechanical equipment (such as HVAC) furnished by Landlord, not including regular maintenance.

D. Landlord agrees not to –

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

E. Landlord and Tenant agree to the following:

1. *Optional Terms.* Upon completion of the initial 60-month lease term and with prior approval of the Landlord, the Tenant may exercise a second 60-month optional lease term. Tenant shall provide written notice of intention to exercise or not exercise the optional lease term to the Landlord 60 days prior to the termination of the current lease term.
2. *Alterations.* With prior written approval from the Landlord, alterations may be allowed by the Tenant at the Tenant's expense. Any physical additions, improvements or other modifications to the Premises, inside or outside the building, made by Tenant will become the property of Landlord. Landlord may require that Tenant, at the end of the term and at Tenant's expense, remove any physical additions, improvements or other modifications, repair any alterations, and restore the Premises to the condition existing at the commencement date, normal wear excepted.
3. *Abatement.* Tenant's covenant to pay Rent and Landlord's covenants are independent. Except as otherwise provided, Tenant will not be entitled to abate Rent for any reason.
4. *Insurance.* Tenant and Landlord will maintain the respective insurance coverage described in this lease.
5. *Casualty/Total or Partial Destruction.*
 - a. If the Premises are damaged by casualty and can be restored within ninety days, Landlord will, at its expense, restore the roof, foundation, common areas, and structural soundness of the exterior walls of the Premises and any leasehold improvements within the Premises that are not within Tenant's rebuilding obligations to substantially the same condition that existed before the casualty. Tenant will, at its expense, be responsible for replacing any of its damaged furniture, fixtures, and personal property and restore any leasehold improvements that are within Tenant's rebuilding obligations. If Landlord fails to complete the portion of the restoration for which Landlord is responsible within ninety (90) days from the date of written notification by Tenant to Landlord of the casualty, Tenant may terminate this lease by written notice delivered to Landlord before Landlord completes Landlord's restoration obligations.

(4h)

- b. If Landlord cannot complete the portion of the restoration for which Landlord is responsible within ninety (90) days, Landlord has an option not to restore the Premises. If Landlord chooses not to restore, this lease will terminate. If Landlord chooses to restore, Landlord will notify Tenant in writing of the estimated time to restore and give Tenant an option to terminate this lease by notifying Landlord in writing within ten (10) days from receipt of Landlord's estimate. If Tenant does not notify Landlord timely of Tenant's election to terminate this lease, the lease will continue and Landlord will restore the Premises as provided above.
- c. To the extent the Premises are un-Tenantable after the casualty, the Rent will be adjusted as may be fair and reasonable.

6. *Condemnation/Substantial or Partial Taking*

- a. If the Premises cannot be used for the purposes contemplated by this lease because of condemnation or purchase in lieu of condemnation, this lease will terminate.
- b. Tenant will have no claim to the condemnation award or proceeds in lieu of condemnation, except for relocation or other benefits that are payable to Tenant by the condemning authority but that do not reduce the award or proceeds payable to Landlord.

7. *Uniform Commercial Code.* Tenant grants Landlord a security interest in Tenant's personal property now or subsequently located on the Premises. This lease is a security agreement under the Uniform Commercial Code. Landlord may file financing statements or continuation statements to perfect or continue the perfection of its security interest.

8. *Default by Landlord/Events.* Defaults by Landlord are failing to comply with any provision of this lease within thirty (30) days after written notice and failing to provide essential services to Tenant within ten (10) days after written notice.

9. *Default by Landlord/Tenant's Remedies.* Tenant's remedies for Landlord's default are to sue for damages and, if Landlord does not provide an essential service within thirty (30) days after default, terminate this lease.

10. *Default by Tenant/Events.* Defaults by Tenant are (a) failing to pay timely Rent, (b) abandoning or vacating a substantial portion of the Premises, and (c) failing to comply with any provision of this lease within ten (10) days after written notice, other than the defaults set forth in (9a) and (9b).

11. *Default by Tenant/Landlord's Remedies.* Landlord's remedies for Tenant's default are to (a) enter and take possession of the Premises, after which Landlord may relet the Premises on behalf of Tenant and receive the Rent directly by reason of the reletting, and Tenant agrees to reimburse Landlord for any expenditures made in order to relet; (b) enter the Premises and perform Tenant's obligations; and (c) terminate this lease by written notice and sue for

(4h)

damages. Landlord may enter and take possession of the Premises by self-help, by picking and changing locks if necessary, and may lock out Tenant or any other person who may be occupying the Premises, until the default is cured, without being liable for damages.

12. *Default/Waiver/Mitigation.* It is not a waiver of default if the non-defaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this lease does not preclude pursuit of other remedies in this lease as provided by applicable law. Landlord and Tenant have a duty to mitigate damages.
13. *Holdover.* If Tenant does not vacate the Premises following termination of this lease, Tenant will become a Tenant at will and must vacate the Premises on receipt of notice from Landlord. No holding over by Tenant, whether with or without the consent of Landlord, will extend the terms of the lease.
14. *Alternative Dispute Resolution.* Landlord and Tenant agree to mediate in good faith before filing a suit for damages.
15. *Attorney's Fees.* If either party retains an attorney to enforce this lease, the party prevailing in litigation is entitled to recover reasonable attorney's fees and other fees and court costs as applicable by law.
16. *Venue.* Exclusive venue is in the county in which the Premises are located.
17. *Entire Agreement.* This lease constitutes the entire agreement of the parties concerning the lease of the Premises by Landlord to Tenant. There are no representations, warranties, agreements, or promises pertaining to the lease of the Premises by Landlord to Tenant that are not in this lease.
18. *Amendment of Lease.* This lease may be amended only by an instrument in writing signed by the Landlord and Tenant.
19. *Limitation of Warranties.* **THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR OF ANY OTHER KIND ARISING OUT OF THIS LEASE, AND THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE EXPRESSLY STATED IN THIS LEASE.**
20. *Notices.* Any notice required or permitted under this lease must be in writing. Any notice required by this lease will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this lease. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

(4h)

21. *Termination.* Termination of this lease is permissible by mutual agreement of both parties.

22. *Abandoned Property.* Landlord may retain, destroy, or dispose of any property left on Premises at the end of the term.

23. *Advertisement of Premises.* During the last thirty (30) days of the term, Landlord may place a sign on the Premises advertising the Premises for Rent or sale, or announcing upcoming changes of occupancy.

EXECUTED this _____ day of _____, 2019.

CITY OF WAXAHACHIE

Landlord

By: _____

Name: _____

Title: _____

Tenant

By: _____

Name: _____

Title: _____



Memorandum

To: Honorable Mayor and City Council
From: Tommy Ludwig, Assistant City Manager
Thru: Michael Scott, City Manager
Date: May 31, 2019
Re: Reimbursement Resolutions – Grove Creek/Mustang Creek Lift Stations

On Monday, June 3, 2019 two reimbursement resolutions will appear before City Council for consideration for the Grove Creek Lift Station Expansion and the Lower Mustang Creek Lift Station Improvement Projects. The bid awards associated with these constructions projects were approved by City Council on May 6, 2019. As a reminder, staff had originally budgeted \$2,000,000 in the FY18-19 operation and maintenance budget to fund these projects however, after advertising the bids two separate times to obtain favorable pricing, the bids collectively came in at \$3,286,974 (\$1,275,275 for Lower Mustang Creek, and \$2,011,700 for Grove Creek).

After coordinating with Finance, staff recommended to City Council that the Lower Mustang Project be fully funded with operations and maintenance funds, and that the remaining \$724,725 in operation and maintenance funds partially pay for the Grove Creek Project. Staff also recommended to City Council that certificate of obligation bonds be utilized to fund the remaining balance (\$1,286,975) of the Grove Creek Project and that a reimbursement resolution be issued so that work could begin before bonds were sold.

Finance anticipates that bonds for the FY18-19 budget year will be sold in the Summer of 2019. Finance currently is coordinating with staff to finalize which projects will ultimately be funded with bonds or operations and maintenance funds. As a result, staff is now recommending that City Council approve reimbursement resolutions for both the Grove Creek and Lower Mustang Creek Projects in their full amounts, to provide the maximum flexibility to Finance in finalizing this year's bond program.

I am available at your convenience should you need any additional information.

Tommy Ludwig

(4i)

RESOLUTION NO.

A RESOLUTION DECLARING INTENT TO REIMBURSE EXPENDITURES WITH PROCEEDS OF FUTURE DEBT FOR THE CONSTRUCTION OF THE GROVE CREEK LIFT STATION EXPANSION

WHEREAS, the City of Waxahachie (the "City") intends to issue debt to finance cost to be incurred for the construction of the Grove Creek Lift Station Expansion and related expenses prior to the issuance of such debt with the expectation that such expenditures are to be reimbursed with proceeds of such debt; and

WHEREAS, Treas. Reg. § 1.150-2 (the "Regulation") provides that to fund such reimbursement with proceeds of tax-exempt obligations the City must declare its expectation to make such reimbursement; and

WHEREAS, the City desires to preserve its ability to reimburse the expenditures with proceeds of tax-exempt obligations.

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

SECTION 1

That the City reasonable expects to reimburse Wastewater Operating Fund with proceeds of debt hereafter to be issued by the City, and this resolution shall constitute a declaration of official intend under the Regulation.

SECTION 2

That the City Manager is authorized to take those steps reasonable and necessary to comply with the intent of this resolution including a loan from the Wastewater Operating Fund in an amount not to exceed \$2,012,000

SECTION 3

That this resolution shall take effect immediately from and after the date of passage.

ADOPTED THIS 3rd day of June, 2019.

MAYOR

ATTEST:

City Secretary

(4j)

RESOLUTION NO.

A RESOLUTION DECLARING INTENT TO REIMBURSE EXPENDITURES WITH PROCEEDS OF FUTURE DEBT FOR THE CONSTRUCTION OF THE LOWER MUSTANG CREEK LIFT STATION IMPROVEMENTS

WHEREAS, the City of Waxahachie (the "City") intends to issue debt to finance cost to be incurred for the construction of the Lower Mustang Creek Lift Station Improvements and related expenses prior to the issuance of such debt with the expectation that such expenditures are to be reimbursed with proceeds of such debt; and

WHEREAS, Treas. Reg. § 1.150-2 (the "Regulation") provides that to fund such reimbursement with proceeds of tax-exempt obligations the City must declare its expectation to make such reimbursement; and

WHEREAS, the City desires to preserve its ability to reimburse the expenditures with proceeds of tax-exempt obligations.

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

SECTION 1

That the City reasonable expects to reimburse Wastewater Operating Fund with proceeds of debt hereafter to be issued by the City, and this resolution shall constitute a declaration of official intend under the Regulation.

SECTION 2

That the City Manager is authorized to take those steps reasonable and necessary to comply with the intent of this resolution including a loan from the Wastewater Operating Fund in an amount not to exceed \$1,276,000

SECTION 3

That this resolution shall take effect immediately from and after the date of passage.

ADOPTED THIS 3rd day of June, 2019.

MAYOR

ATTEST:

City Secretary

(6)

PROCLAMATION

WHEREAS, the 75th Texas State Legislature in House Concurrent Resolution #14 named the City of Waxahachie “THE CRAPE MYRTLE CAPITAL OF TEXAS”; and

WHEREAS, this Resolution was passed in 1997, after the Crape Myrtle Council spent many hours in Austin proving their case for this designation; and

WHEREAS, Representative Jim Pitts and Senator Jane Nelson were leaders in the Legislature in this endeavor; and

WHEREAS, the Crape Myrtle Council, the Chamber of Commerce, the Convention and Visitors Bureau, and local businesses have sponsored a Crape Myrtle Festival in July every year since 1998 with an orchestra or band at the Waxahachie Sports Complex, and a fireworks display; and

WHEREAS, a parade has been held on July 4th every year since 1998 through downtown Waxahachie to Getzendaner Park to honor our country and the crape myrtle tree which is beautiful and in full bloom at this time of year, as well as honoring the Crape Myrtle Queen who represents the Crape Myrtle City; and

WHEREAS, it is important to continue showing our City’s support for the title we so proudly carry as the Crape Myrtle Capital of Texas;

NOW THEREFORE, I, Mayor David Hill, along with the entire City Council, do hereby proclaim Tuesday, June 4, 2019 through Thursday, July 4, 2019 as

“CRAPE MYRTLE MONTH”

in the City of Waxahachie.

ADOPTED on this 3rd day of June, 2019.

MAYOR

ATTEST:

CITY SECRETARY



Memorandum

To: Honorable Mayor and City Council
From: Doug Barnes, Economic Development Director *DB*
Thru: Michael Scott, City Manager *MS*
Date: June 3, 2019
Re: Oncor Electric Delivery Company's Application for Approval to amend its Distribution Cost Recovery Factor (DCRF)

Item Description: Resolution to deny Oncor's application to amend its DCRF rates and to participate with the Steering Committee of Oncor-served cities in the evaluation of their application.

Staff Recommendation: Pass and approve attached resolution of denial.

Item Summary: On April 8, 2019 Oncor Electric Delivery Company filed an Application for Approval to amend its Distribution Cost Recovery Factor in Public Utility Commission's Docket No. 49427. In the filing, Oncor is seeking an increase in distribution revenues of \$29,433,804. This is their second filing under a law adopted in 2011 allowing electric utilities to file limited review cases.

Attached is a resolution authorizing our City to join with the Steering Committee of Cities served by Oncor to evaluate the filing, determine whether the filing complies with the law, and determine further strategy. The purpose of the resolution is to deny the application proposed by Oncor.

The commission's rules allow cities 60 days to act on this application.

Therefore, recommendation is to deny this request.

Fiscal Impact: NA

(1)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF WAXAHACHIE, TEXAS FINDING THAT ONCOR ELECTRIC DELIVERY COMPANY LLC'S APPLICATION FOR APPROVAL TO AMEND ITS DISTRIBUTION COST RECOVERY FACTOR PURSUANT TO 16 TEX. ADMIN. CODE § 25.243 TO INCREASE DISTRIBUTION RATES WITHIN THE CITY SHOULD BE DENIED; FINDING THAT THE CITY'S REASONABLE RATE CASE EXPENSES SHALL BE REIMBURSED BY THE COMPANY; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL.

WHEREAS, the City of Waxahachie, Texas ("City") is an electric utility customer of Oncor Electric Delivery Company LLC ("Oncor" or "Company"), and a regulatory authority with an interest in the rates and charges of Oncor; and

WHEREAS, the City is a member of the Steering Committee of Cities Served by Oncor ("OCSC" or "Cities"), a membership of similarly situated cities served by Oncor that have joined together to efficiently and cost effectively review and respond to electric issues affecting rates charged in Oncor's service area; and

WHEREAS, on or about April 8, 2019 Oncor filed with the City an Application for Approval to Amend its Distribution Cost Recovery Factor ("DCRF"), PUC Docket No. 49427, seeking to increase electric distribution rates by approximately \$29,433,804; and

WHEREAS, all electric utility customers residing in the City will be impacted by this ratemaking proceeding if it is granted; and

WHEREAS, Cities are coordinating its review of Oncor's DCRF filing with designated attorneys and consultants to resolve issues in the Company's application; and

WHEREAS, Cities' members and attorneys recommend that members deny the DCRF.

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

Section 1. That the City is authorized to participate with OCSC in PUC Docket No. 49427.

Section 2. That subject to the right to terminate employment at any time, the City of Waxahachie hereby authorizes the hiring of the law firm of Lloyd Gosselink Rochelle & Townsend, P.C. and consultants to negotiate with the Company, make recommendations to the

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City regarding reasonable rates, and to direct any necessary administrative proceedings or court litigation associated with an appeal of this application filed with the PUC.

Section 3. That the rates proposed by Oncor to be recovered through its DCRF charged to customers located within the City limits, are hereby found to be unreasonable and shall be denied.

Section 4. That the Company shall continue to charge its existing rates to customers within the City.

Section 5. That the City's reasonable rate case expenses shall be reimbursed in full by Oncor within 30 days of presentation of an invoice to Oncor.

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

Section 7. That a copy of this Resolution shall be sent to Matthew C. Henry, 1616 Woodall Rodgers Freeway, Dallas, Texas 75202 and to Thomas Brocato, Legal Counsel to OCSC, at Lloyd Gosselink Rochelle & Townsend, P.C., P.O. Box 1725, Austin, Texas 78767-1725.

PASSED AND APPROVED this _____ day of _____, 2019.

Mayor

ATTEST:

City Secretary



Memorandum

To: Waxahachie City Council

From: James Villarreal, Assistant Parks Director Sports Complex

Thru: Michael Scott, City Manager

Date: May 29th, 2019

Re: Waxahachie Sports Complex Parking Lot Phase II

On April 16th during the Waxahachie Community Development Corporation (WCDC) meeting I led a discussion on Phase II of the Sports Complex Parking improvements noting Kimley-Horn had provided a cost estimate for the improvements in the amount of \$528,112.50

Ms. Misty Christian, engineer with Kimley-Horn, reviewed the scope of the project and cost estimate noting the figures were based upon the cost of Phase 1. She explained the bidding process is an unknown when it comes to how many contractors will bid and what their numbers will be. At the discretion of the board, the bid would include two inches of asphalt and six inches of lime-stabilized subgrade. Phase II would add 100 additional parking spaces and if approved by the board, the project will bid in May and construction will hopefully start in June and continue for about three months.

The board voted unanimously and approved the parking lot improvements in the amount of \$528,112.50.

On Tuesday May 28th the City of Waxahachie received sealed bids from 8 contractors. Kimley-Horn has reviewed the bids and the qualifications of the lowest bidder qualifications. Based on these reviews, it appears that Reliable Paving Inc. is the lowest qualified, responsive bidder at \$317,675.00. Reliable was the company that performed the work for Phase I and performed well.

It is staff's recommendation to award the bid to Reliable Paving Inc. in the amount of \$317,675.00. In addition to the scope included in the bid, we recommend to allocate \$12,000.00 for testing services and \$50,000.00 for

(8)

contingency. Therefore, we recommend the award of the bid to Reliable Paving Inc. and a construction budget amount of **\$379,675.00** for this project.

(8)

Kimley»Horn

May 29, 2019

Mr. Michael Scott
City of Waxahachie
401 S. Rogers Street
Waxahachie, Texas 75165

Re: Waxahachie Sports Complex Parking Lot Improvements Phase 2
KHA No. 061269740

Dear Mr. Scott:

On May 28, 2019, the City of Waxahachie received bids for the referenced project. The project consists of reconstructing the existing asphalt parking lot near the Broadhead Rd. entrance. In addition to the reconstruction, additional parking spaces will be added.

Eight (8) bids were received. The bid results are described below.

<u>Bidder</u>	<u>Base Bid</u>
Reliable Paving, Inc.	\$317,675.00
DFW Paving, LLC	\$322,580.00
Rock Solid, Inc.	\$359,120.00
J&K Excavation, LLC	\$400,474.00
SPI Asphalt, LLC	\$402,800.00
TexasBit	\$411,830.10
Axis Contracting, Inc.	\$415,590.00
Pavecon Public Works, LP	\$421,029.75

Kimley-Horn has reviewed the lowest bidder's qualifications and has verified that the Contractor's bonding company is licensed in the State of Texas. Based on these reviews it appears that Reliable Paving Inc. is the lowest qualified, responsive bidder at \$317,675.00.

In addition to the scope included in the bid, we recommend that the City allocate \$12,000.00 for testing services and \$50,000.00 for contingency. Therefore, we recommend a budgetary construction amount of \$379,675.00 for this project.

Enclosed is a copy of the bid tabulation for your reference. The contract time for the project is forty-five (45) calendar days.

Thank you for the opportunity to be of service to the City of Waxahachie. Should you have any questions or comments, please do not hesitate to contact me.

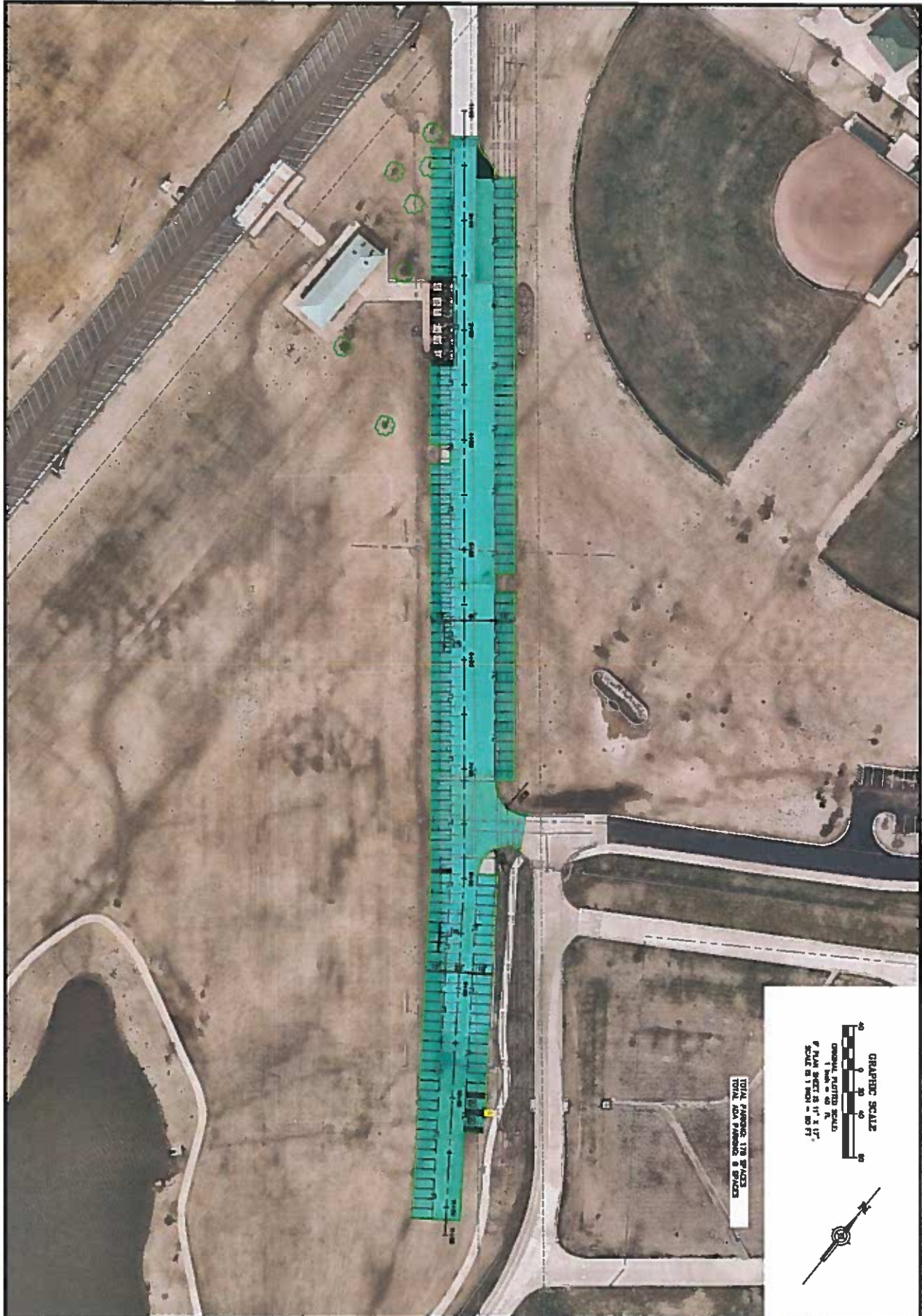
Sincerely,
KIMLEY-HORN AND ASSOCIATES, INC.



Misty D. Christian, P.E., CFM

K:\FTW_Roadway\061269724_Waxahachie_Sports Complex\CA\rec award.docx

(18)



E-2 SHEET NUMBER	DATE: MARCH 2018 DESIGN: MOC DRAWING: WMS CHECKED: MOC WMA NO.: 20180740	PROPOSED PARKING LAYOUT	CITY OF WAXAHACHIE WAXAHACHIE SPORTS COMPLEX PARKING LOT IMPROVEMENTS PHASE II	THE INFORMATION IN THIS DOCUMENT IS BASED ON THE DATA AND INFORMATION PROVIDED BY THE CLIENT. THE ENGINEER HAS CONDUCTED A VISUAL GENERAL VERIFICATION OF THE DATA AND INFORMATION PROVIDED BY THE CLIENT. THE ENGINEER HAS NOT CONDUCTED A FIELD SURVEY OF THE PROJECT. THE ENGINEER HAS NOT CONDUCTED A FIELD SURVEY OF THE PROJECT.	Kimley»Horn 1500 N. 10th Street, Suite 100 Waco, TX 76798 817.799.9999 www.kimleyhorn.com
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