

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, November 19, 2018 at 7:00 p.m.***

Council Members: Kevin Strength, Mayor
David Hill, Mayor Pro Tem
Chuck Beatty, Councilmember
Mary Lou Shipley, 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 November 5, 2018
 - b. Interlocal Agreement with Ellis County for maintenance of roads, bridges, waterways and ditches
 - c. Waxahachie Community Development Corporation approval of Christmas Lighting Funding for Downtown
 - d. SAGU Half Marathon to be held February 2, 2019
5. ***Introduce*** Honorary Councilmember
6. ***Present*** plumbing licenses to Building and Community Services Inspectors
7. ***Public Hearing*** on a request by Ivan Brigman, Tree Hill Homes., for a Replat of Lots 11 and 12, Block D, Taylor Ridge Addition, Phase 4 to create Lots 11R and 12R, Block D, Taylor Ridge Addition, Phase 4, 12.431 acres (Property ID 270124 and 270125) in the Extra Territorial Jurisdiction – Owner: TREE HILL HOMES LP (RP-18-0138)
8. ***Consider*** approving RP-18-0138
9. ***Public Hearing*** on a request by Jeremiah Mikel, Ruffin & Mikel Investments, Inc., for a Zoning Change from a Planned Development-25-General Retail zoning district to Planned Development-General Retail, with Concept Plan, located at 2100 Brown Street (Property ID 204843) - Owner: HAYOUNG & LEE SANG HUH (PD-18-0162)
10. ***Consider*** proposed Ordinance approving Zoning Change No. PD-18-0162

11. **Public Hearing** on a request by William Stern, TAC Services LLC, for a Specific Use Permit (SUP) for Rooftop Solar Panel System use within a Single Family-2 zoning district, located at 228 Hackney (Property ID 267574) – Owner: KEITH A & DEANNA KERR (SU-18-0163)
12. **Consider** proposed Ordinance approving Zoning Change No. SU-18-0163
13. **Public Hearing** on a request by Mark Thedford, Akamai Designs, for a Replat of Lot 2 & 3, Block 29 and Lot 1A, 1B, & 6, Block 30, Town Addition, to create Lot 1, Block A, Ferris Retail Center, 1.162 acres (Property ID 170749) – Owner: KAY BUNMUNG MEE (RP-18-0166)
14. **Consider** approving RP-18-0166
15. **Continue Public Hearing** on a request by Terry Weaver, TJVC Inc. dba Sterling Development Co., for a Zoning Change from a Single Family-1 zoning district to Planned Development-Single Family-3, with Concept Plan, located West of Ovilla Road and North of Highway 287 Business, being 101 E BELLOW & 466 E HORTON 79.91 ACRES (Property ID 180391) - Owner: WALKER DON GORDON (PD-18-0156)
16. **Consider** proposed Ordinance approving Zoning Change No. PD-18-0156
17. **Consider** proposed Ordinance on the request by Mr. Johnny Fussell for disannexation of approximately 189 acres located at 429 Wilson Road
18. **Consider** contract renewal of ambulance services with AMR
19. **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.
20. Comments by Mayor, City Council, City Attorney and City Manager
21. 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, November 5, 2018 at 7:00 p.m.

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

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

1. Call to Order

Mayor Kevin Strength 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 October 15, 2018
- b. Award Bid for Wrecker Services
- c. Avenue Church 75th Anniversary Fireworks Display to be held on November 11, 2018
- d. SAGU 5k Turkey Trot to be held on November 15, 2018
- e. Lighted Christmas parade and community tree lighting to be held on November 27, 2018
- f. 2nd Annual Martin Luther King, Jr. Unity Parade to be held on January 21, 2019

Action:

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

5. Introduce Honorary Councilmember

Mayor Pro Tem David Hill introduced Mr. Brady Moon and Mr. Braxton Moon as Honorary Councilmembers for the month of November.

Brady will earn his Associates degree before graduating in the top 5% from Global High. He is President of WISD's Teen School Board, President of his Senior Class, a member of the National Honor Society, and serves as a volunteer at Waxahachie CARE twice a week. He also runs his own business buying, selling, and breeding sheep and goats. Next year, Brady will attend Texas A&M University to study Animal Science and minor in Business.

(4a)

Braxton will earn his Associates degree before graduating in the top 5% from Waxahachie High School. He is on the Computer Science UIL Team, a member of the National Honor Society, and enjoys volunteering as an Aide in the Counseling Office at WHS. He works as a cashier at HEB. Next year, Braxton will attend Texas Tech's Whitacre College of Engineering and major in Computer Science.

6. Present Proclamation proclaiming November 5-9, 2018 as "Municipal Court Week"

Mayor Strength read a Proclamation proclaiming November 5-9, 2018 as "Municipal Court Week" and presented it to Municipal Court Staff Tammie Atchison, Amparo Aleman, and Karissa LaQuay.

7. Present Proclamation proclaiming November 15, 2018 as "World Pancreatic Day"

Mayor Strength read a Proclamation proclaiming November 15, 2018 as "World Pancreatic Day" and presented it to Les and De Clemons.

8. Public Hearing on a request by Jewel Chadd, JPH Land Surveying Inc., for a Replat of Lot 3, Block A, RVG Plaza to create Lot 3R, Block A, RVG Plaza for 11.478 acres (Property ID 238264) – Owner: HUNTERS COVE LAKESIDE APARTMENTS I LLC & HUNTERS COVE LAKESIDE APARTMENTS II LLC (RP-18-0157)

Mayor Strength opened the Public Hearing.

Mr. Shon Brooks, Director of Planning, stated the Replat pertains to an apartment complex located west of Highway 287 Bypass. He reported an easement was filed with this in error and it was discovered when the property was purchased from a new owner. Mr. Brooks stated the easement is required to be moved by Replat. He recommended approval.

There being no others to speak for or against RP-18-0157, Mayor Strength closed the Public Hearing.

9. Consider approving RP-18-0157

Action:

Mayor Pro Tem David Hill moved to approve a request by Jewel Chadd, JPH Land Surveying Inc., for a Replat of Lot 3, Block A, RVG Plaza to create Lot 3R, Block A, RVG Plaza for 11.478 acres (Property ID 238264) – Owner: HUNTERS COVE LAKESIDE APARTMENTS I LLC & HUNTERS COVE LAKESIDE APARTMENTS II LLC (RP-18-0157). Councilmember Mary Lou Shipley seconded, All Ayes.

10. Continue Public Hearing on a request by Robert Morgan, Grantava Inc., for a Zoning Change from a Single Family-3 zoning district to Planned Development-Single Family-3, with Concept Plan, located at 1308 Wyatt Street, being LOT 3A BLK 184 TOWN ADDN-REV 2.512 AC (Property ID 270088) - Owner: GRANTAVA INC (PD-18-0152)

Mayor Strength continued the Public Hearing.

(4a)

Mr. Brooks reported the property is located at the corner of Wyatt Street and Peters Street noting the triangular piece of property is currently undeveloped. He stated the applicant seeks to establish a Planned Development district that encompasses nine (9) lots along Wyatt Street with homes being 1,500 square feet. Mr. Brooks stated staff received two (2) notices in opposition. Applicant will brick and stone the homes and will have attached two car garages. Staff will require striping in the streets and set back the stop sign for trucks entering the nearby business. Mr. Brooks recommended approval.

Council discussed waiving impact fees and Mayor Strength stated impact fees are waived on infill lots.

Councilmember Melissa Olson asked if Burleson Honey was okay with the changes. Mr. Brooks stated they are satisfied with the City's efforts for now but have not pulled their letter of opposition.

Those who spoke against PD-18-0152:

Mrs. Betty Square Coleman, 116 Bradshaw, Waxahachie

There being no others to speak for or against PD-18-0152, Mayor Strength closed the Public Hearing.

11. Consider proposed Ordinance approving PD-18-0152

ORDINANCE NO. 3064

AN ORDINANCE AUTHORIZING A ZONING CHANGE FROM SINGLE FAMILY-3 (SF3) TO PLANNED DEVELOPMENT-SINGLE FAMILY-3 (PD-SF3), WITH CONCEPT PLAN LOCATED AT 1308 WYATT STREET IN THE CITY OF WAXAHACHIE, ELLIS COUNTY, TEXAS, BEING 2.512 ACRES KNOWN AS PROPERTY ID 270088 OF THE TOWN ADDITION-REVISED SUBDIVISION, AND ORDERING THE CHANGING OF THE ZONING MAP THEREOF IN ACCORDANCE WITH SAID CHANGE.

Action:

Mayor Pro Tem David Hill moved to approve Ordinance No. 3064 and waiving the water and wastewater impact fees. Councilmember Mary Lou Shipley seconded, All Ayes.

12. Public Hearing on a request by Terry Weaver, TJVC Inc. dba Sterling Development Co., for a Zoning Change from a Single Family-1 zoning district to Planned Development-Single Family-3, with Concept Plan, located West of Ovilla Road and North of Highway 287 Business, being 101 E BELLOW & 466 E HORTON 79.91 ACRES (Property ID 180391) - Owner: WALKER DON GORDON (PD-18-0156)

Mayor Strength announced PD-18-0156 was continued at the Planning and Zoning Commission meeting of October 23, 2018. He asked Council to continue PD-18-0156 to the City Council meeting of November 19, 2018.

13. Consider proposed Ordinance approving PD-18-0156

(4a)

Action:

Mayor Kevin Strength moved to continue a request by Terry Weaver, TJVC Inc. dba Sterling Development Co., for a Zoning Change from a Single Family-1 zoning district to Planned Development-Single Family-3, with Concept Plan, located West of Ovilla Road and North of Highway 287 Business, being 101 E BELLOW & 466 E HORTON 79.91 ACRES (Property ID 180391) - Owner: WALKER DON GORDON (PD-18-0156) to the City Council meeting of November 19, 2018. Councilmember Chuck Beatty seconded, All Ayes.

14. **Public Hearing on a request by Jon Garrett, Lone Star Events, for a Specific Use Permit (SUP) for Private Club use within a Commercial zoning district, located at 1300 W Main Street, Suite 101, being 1 & 2B 12 WEST END 0.589 ACRES (Property ID 176701) - Owner: HARDEN ROBERT N & ELIZABETH K (SU-18-0155)**

Mayor Strength announced the applicant withdrew his application and therefore, there is no action to be taken on Item 15.

15. **Consider proposed Ordinance approving SU-18-0155**

No action.

16. **Consider award of bid for Little Creek Trail**

Mr. Gumaro Martinez, Assistant Director of Parks and Recreation, reported bids were received on October 16, 2018 for the Little Creek Trail project. He reported the scope of work is to build a ten foot wide trail connecting Farley Street to Indian Drive at Global High. Staff recommended awarding the bid to J&K Construction who had the lowest base bid and alternates totaling \$2,905,840. Mr. Martinez stated there will be some monies left over for contingency.

Action:

Councilmember Mary Lou Shipley moved to award the bid to J&K Construction in the amount of \$2,905,840. Councilmember Chuck Beatty seconded, All Ayes.

17. **Consider authorizing the award of a bid to Blue Star Utilities, LLC associated with the Cole Creek Trunk Sewer Capital Improvement Planned Project**

Mr. Tommy Ludwig, Assistant City Manager, reported fourteen bids were received and Blue Star Utilities, LLC was the lowest bid in the amount of \$2,647,148.70. The project provides for the construction of approximately 16,000 linear feet of 27 inch diameter gravity sewer line along Cole Creek, from the existing South Mustang Creek Trunk Sewer Line to the Broadhead Lift Station. Mr. Ludwig explained the project will allow the decommissioning and abandonment of the Broadhead Lift Station noting the Cole Creek, Grove Creek and Lower Mustang Creek Fiscal Year 2018-2019 sewer system improvements will provide additional capacity for approximately 7,900 residential equivalent units. He stated the timeframe for the construction is ten (10) months.

Action:

Mayor Pro Tem David Hill moved to award the bid to Blue Star Utilities, LLC in the amount of \$2,647,148.70 as presented. Councilmember Melissa Olson seconded, All Ayes.

(4a)

- 18. Consider resolution authorizing the reimbursement of the Wastewater Fund from the proceeds of future debt for the Cole Creek Trunk Sewer Planned Capital Improvement Project**

Mr. Ludwig stated a portion of the Cole Creek Trunk Sewer line will be funded through Certificate of Obligation Bonds, which are planned to be sold in the Fiscal Year 2018-2019 budget year. He explained the Utilities Department will fund any expenses associated with the project from the Wastewater Fund until bonds are issued. Mr. Ludwig presented Resolution No. 1255 authorizing a reimbursement to the Wastewater Fund from future bond sales.

RESOLUTION NO. 1255

A RESOLUTION DECLARING INTENT TO REIMBURSE EXPENDITURES WITH PROCEEDS OF FUTURE DEBT FOR THE PURPOSE OF PERFORMING CONSTRUCTION SERVICES ASSOCIATED WITH THE COLE CREEK TRUNK SEWER PROJECT.

Action:

Councilmember Chuck Beatty moved to approve Resolution No. 1255. Councilmember Melissa Olson seconded, All Ayes.

- 19. Consider a contract with Kimley-Horn and Associates, Inc. to provide professional engineering design services for the Planned Capital Improvement corridor restoration of Clift and Flat Street(s)**

Mr. Ludwig reported the contract will provide engineering, survey, bid specification preparation and construction support services for the restoration of Flat Street from Jefferson Street to Matthews Street, Madison Street from Flat Street to Clift Street, and Clift Street from Martin Luther King Jr. Boulevard to Madison Street. He presented the contract for engineering design services in the amount of \$281,700. Mr. Ludwig explained the Clift and Flat corridor restoration was a planned expense and was included in the Public Works Department's Operating and Maintenance Budget. He stated the City Council approved \$330,000 in the Fiscal Year 2018-2019 budget for this project and the proposed contract with Kimely-Horn and Associates, Inc. is \$48,300 below budget.

Action:

Councilmember Mary Lou Shipley moved to approve a contract with Kimley-Horn and Associates, Inc. in the amount of \$281,700 to provide professional engineering design services for the Planned Capital Improvement corridor restoration of Clift and Flat Street(s). Councilmember Chuck Beatty seconded, All Ayes.

- 20. Consider a contract with Kimley-Horn and Associates, Inc. to provide professional engineering design services for the Planned Capital Improvement corridor restoration of Kaufman Street**

Mr. Ludwig reported the contract will provide engineering, survey, bid specification preparation and construction support services for the restoration of Kaufman Street from Martin Luther King Jr. Boulevard to East Marvin Street. Construction is planned for Fiscal Year 2019-2020 and will provide asphalt pavement, street lighting, curb, gutter and sidewalks throughout the project limits.

(4a)

He presented the contract in the amount of \$362,000 noting it is \$113,175 below the approved FY 2018-2019 Capital Budget.

Action:

Mayor Pro Tem David Hill moved to approve a contract with Kimley-Horn and Associates, Inc. in the amount of \$362,000 to provide professional engineering design services for the Planned Capital Improvement corridor restoration of Kaufman Street. Councilmember Mary Lou Shipley seconded, All Ayes.

21. **Consider resolution authorizing the reimbursement of the General Fund from the proceeds of future debt for the Planned Capital Improvement corridor restoration of Kaufman Street**

Mr. Ludwig reported the Kaufman corridor restoration will ultimately be funded through Certificate of Obligation Bonds, which are planned to be sold in the Fiscal Year 2018-2019 budget year. He stated the Public Works Department will fund any expenses associated with this project from their budget until bonds are issued.

RESOLUTION NO. 1256

A RESOLUTION DECLARING INTENT TO REIMBURSE EXPENDITURES WITH PROCEEDS OF FUTURE DEBT FOR PROFESSIONAL ENGINEERING DESIGN SERVICES ASSOCIATED WITH THE CORRIDOR RESTORATION OF KAUFMAN STREET

Action:

Councilmember Chuck Beatty moved to approve Resolution No. 1256. Mayor Pro Tem David Hill seconded, All Ayes.

22. **Consider a contract with Kimley-Horn and Associates, Inc. to provide professional engineering design services for the Planned Capital Improvement corridor restoration of Cumberland Street**

Mr. Ludwig reported the contract will provide engineering, survey, bid specification preparation and construction support services of Cumberland Street from Richmond Lane. Construction is planned for FY 2019-2020 and will provide asphalt pavement, street lighting, curb, gutter and sidewalks throughout the project limits. He presented the contract in the amount of \$250,000.

Action:

Councilmember Mary Lou Shipley moved to approve a contract with Kimley-Horn and Associates, Inc. in the amount of \$250,000 to provide professional engineering design services for the Planned Capital Improvement corridor restoration of Cumberland Street. Mayor Pro Tem David Hill seconded, All Ayes.

23. **Consider resolution authorizing the reimbursement of the General Fund from the proceeds of future debt for the Planned Capital Improvement corridor restoration of Cumberland Street**

(40)

Mr. Ludwig reported the Cumberland corridor restoration will ultimately be funded through Certificate of Obligation Bonds, which are planned to be sold in the Fiscal Year 2018-2019 budget year. He stated the Public Works Department will fund any expenses associated with the project from their budget until bonds are issued.

RESOLUTION NO. 1257

A RESOLUTION DECLARING INTENT TO REIMBURSE EXPENDITURES WITH PROCEEDS OF FUTURE DEBT FOR PROFESSIONAL ENGINEERING DESIGN SERVICES ASSOCIATED WITH THE CORRIDOR RESTORATION OF CUMBERLAND STREET

Action:

Councilmember Chuck Beatty moved to approve Resolution No. 1257. Councilmember Mary Lou Shipley seconded, All Ayes.

24. Consider proposed Resolution appointing member to Initial 9-1-1 District Board

Mr. Scott reported the North Central Texas Council of Governments created a 9-1-1 District Board and they look to cities in the North Central Texas region for appointing members to the board. He presented a Resolution appointing Mayor Kevin Strength to serve on the initial North Central Texas 9-1-1 Emergency Communications District Board.

RESOLUTION NO. 1258

RESOLUTION APPOINTING MEMBER TO INITIAL 9-1-1 DISTRICT BOARD

Action:

Councilmember Melissa Olson moved to approve Resolution No. 1258 as presented. Councilmember Chuck Beatty seconded, All Ayes.

25. Discuss and consider moving Public Comments back to the beginning of the City Council agenda

Councilmember Melissa Olson presented reasons for moving the Public Comments back to the beginning of the City Council agenda. She stated it is respectful to citizens to allow them to speak on agenda items that are not Public Hearings and to allow them to speak on other subjects without sitting through the entire meeting. Councilmember Olson stated it is the job of the meeting chair to make sure the residents speak at the appropriate time, so if there are people speaking on an item at the wrong time, the chair can simply redirect them to the appropriate time. She stated a city she spoke to allows public comments on every agenda item and recommended it on future agendas. Councilmember Olson asked where, who and when was the decision made to move the comments noting she was informed through an open records request there were no records found. She recognized administrative decisions can happen but because this effects our citizens, she stated it should have been considered in an open meeting. Councilmember Olson stated the decision should be made tonight with a vote amongst council to move Public Comments back to the beginning of the agenda.

(40)

Mayor Strength stated Public Comments have always been at the end of the agenda and explained when the new attorney arrived it was suggested to move the Public Comments to the top of the agenda. He stated it was moved back to the bottom due to negative remarks made at the beginning of meetings.

Councilmember Chuck Beatty stated comments at the beginning of the meeting became disruptive and he prefers keeping them at the bottom of the agenda.

Councilmember Mary Lou Shipley stated she prefers having them at the end of the meeting to save confusion when someone needs to speak on an agenda item. It avoids them from speaking twice.

Mayor Pro Tem Hill recommended keeping comments at the end of the agenda.

Action:

Councilmember Melissa Olson moved to place "Public Comments" to the front of the agenda. The motion died due to a lack of second.

Action:

Mayor Pro Tem David Hill moved to leave "Public Comments" at the end of the agenda. Councilmember Chuck Beatty seconded. The vote was as follows:

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

Noes: Melissa Olson

The motion carried.

26. Discuss and consider reinstating City Council Briefings before Council meetings

Councilmember Melissa Olson stated, in the past, when she attended city council briefings they were very informative. She recommended reinstating briefings noting they are about preparing for the council meeting and it benefits communication amongst councilmembers and staff.

Mayor Strength stated they tried it for a while, but he doesn't have any issues with briefings.

Mayor Pro Tem Hill stated briefings are informative and they are helpful at times.

Councilmember Shipley stated she has no issues with briefings when there is a complex or controversial issue but doesn't see any reason to have it prior to every council meeting.

Action:

Councilmember Melissa Olson moved to approve holding City Council Briefings as needed. Mayor Kevin Strength seconded. Councilmember Mary Lou Shipley requested adding "at the discretion of the City Manager". Councilmember Olson added "at the discretion of the City Manager" to her motion. All Ayes.

(4a)

27. Public Comments

Mr. Chris Wright, 808 West Marvin Avenue, Waxahachie, suggested audience members be allowed to speak on any agenda item. He announced the WHS Band made the state finals and the WHS Girls Volleyball made the playoffs and a Hoop Fest will be in Waxahachie on December 14-15, 2018 noting it will be a fundraiser for Alzheimer's research.

Mrs. Betty Square Coleman, 116 Bradshaw, Waxahachie, asked for clarification on the street rehab pertaining to Kaufman Street.

Mr. Kevin Ivy, 1980 East Highland Road, Waxahachie, stated a crosswalk is needed at Highway 287 and Highway 77 under the overpass. He stated having Public Comments at the end of meetings is good so audience members can observe the meeting.

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

Mr. Brooks introduced Mr. Colby Collins as the city's new Senior Planner. He comes from the City of Grand Prairie.

Councilmember Melissa Olson concurred with Mr. Chris Wright's request allowing the audience members to speak on each agenda item.

Councilmember Chuck Beatty welcomed Mr. Collins to the city.

City Manager Michel Scott referenced many items on the agenda noting the Capital Improvement Plan has been talked about and built up to this point. Two major contracts were awarded, one being the Little Creek Trail and amenities and the other being a sewer project. He commended city council getting to the point of awarding the contracts. He stated good things are happening and appreciates council's support. Mr. Scott announced Mr. Tommy Ludwig accepted the request to become a second Assistant City Manager.

Mayor Kevin Strength stated he is very excited about what's going on in our city. He stated city council has been working on a Capital Improvement Program and bonding in order to repair streets. Mayor Strength stated with the streets approved tonight, it will convey into the downtown area and people will take pride in their properties and homes. He stated Penn Park is in its third phase of construction and eventually the park will become a downtown sports complex.

Mayor Pro Tem David Hill congratulated Mr. Ludwig on his new role as Assistant City Manager.

Councilmember Mary Lou Shipley stated the Farm to Table event provided a wonderful meal. She praised Mr. Scott along with the Street Department and how well they handled the Bob Phillips festival. Councilmember Shipley referenced the street program noting she is glad to have an organized plan of repairing the streets.

29. Adjourn

There being no further business, Councilmember Mary Lou Shipley moved the meeting adjourn at 8:21p.m. Councilmember Chuck Beatty seconded, All Ayes.

(4a)

City Council
November 5, 2018
Page 10

Respectfully submitted,

Lori Cartwright
City Secretary

INTERLOCAL COOPERATION CONTRACT
BETWEEN
COUNTY OF ELLIS AND CITY OF WAXAHACHIE

WHEREAS, the hereinafter below described government entities desire to increase their efficiency and effectiveness by entering into this contract one with the other; and

WHEREAS, such contracts are authorized under Chapter 791 of the Government Code of the State of Texas, said law cited as the Interlocal Cooperation Act of the State of Texas; and

WHEREAS, the function or service contracted for and to be provided by this agreement is with the definition of "Governmental function and services" as defined by Section 791.003 of the Government Code; and

WHEREAS, the function or service contracted to be provided is a function or service that each party to the contract is authorized to perform individually;

NOW, THEREFORE, the parties agree and covenant one with the other as follows:

- A) The County of Ellis (hereinafter COUNTY) shall be the party providing the function or service which shall include the maintenance, repair and / or construction of streets, roads, alleys, bridges, and parking areas, as well as the maintenance and construction of waterways and ditches. The COUNTY shall be further authorized to sell to the CITY OF WAXAHACHIE goods and services.
- B) The City of Waxahachie (hereinafter CITY) shall be the party receiving the function, goods, or service and providing payment for such function, goods and / or services.
- C) CITY, as paying party, acknowledges and certifies, as required by the Interlocal Cooperation Act, that all payments shall be made from current revenues available to CITY.
- D) The term of this agreement shall be from January 1, 2019 to December 31, 2019.

(46)

E) Both parties acknowledge and understand, in reference to any project undertaken under this contract involving the construction, improvement, or the repair of a road, building or other facility, the following:

- 1) That prior to beginning said project, a work order in the form similar to Exhibit A attached hereto shall be adopted describing the project to be undertaken and identifying the project's location, and
- 2) That the payment and penalty provisions set out in Section 791.014 (c) and (d) of the Government Code Interlocal Cooperation Act shall apply to this contract.

F) CITY agrees to pay to COUNTY within thirty (30) days of billing by COUNTY for the goods, governmental function, and / or services provided in an amount that fairly compensates COUNTY for service or functions performed by COUNTY under this Contract.

EXECUTED in duplicate this the _____ day of _____, 20____.

COUNTY JUDGE
ELLIS COUNTY, TEXAS

Attest:

Ellis County Clerk

MAYOR
City of Waxahachie

Attest:

City Secretary

WORK ORDER UNDER INTERLOCAL AGREEMENT

Service Provider: Ellis County, Texas

Department to Provide Service: _____

Basis of Authority to Provide Service: *Interlocal Agreement dated:* _____

per Commissioners Count Minute Order _____

Local Government Requesting Service: _____

Description of Project to be Undertaken: _____

Location of Project to be Undertaken: _____

Requested by: _____
Kyle Butler

Department: Ellis County Commissioner, Pct. 4

APPROVED in Open Commissioners Court per Minute Order No. _____ on the
_____ day of _____, 20____.

Carol Bush
County Judge, Ellis County, Texas

ACCEPTED AND AGREED TO this ____ day of _____, 20____.

Signature: _____

Title: _____

On Behalf of: _____



Memorandum

To: Honorable Mayor and City Council

From: Michael Scott, City Manager

CC:

Date: November 14, 2018

Re: WCDC approval of Christmas Lighting Funding for Downtown

On November 13th, representatives from the Downtown Merchants Association presented a request to the Waxahachie Community Development Corporation for funding to install Christmas lighting on the buildings that surround the Courthouse square. The WCDC Board voted unanimously to approve **up to \$7,000** for the WDMA to hire a professional lighting installer. Additionally as part of the motion, the WDMA is to:

- reimburse up to ½ of these funds to WCDC,
- utilize a local installation company,
- ensure that the installer has requisite insurance and lists WDMA, City and WCDC as additionally insured entities, and
- receive the necessary written permission from the downtown building owners impacted by this initiative.



Application for a Festival or Event Permit

Event Name and Description: SAGU Half Marathon

Applicant Information

Name: Jason Covarrubias

Address: 1200 Sycamore St

City, State, Zip: Waxahachie, Tx 76065 Phone: 214-923-2881

E-mail Address: jcovarrubias@

Organization Information

Organization Name: Southwestern Assemblies of God Univ

Address: 1200 Sycamore St 76065

Authorized Head of Organization: Jason Covarrubias

Phone: 214-923-2881 E-mail Address: jcovarrubias@sagu.edu

Event Chairperson/Contact

Name: Jason Covarrubias

Address: 1200 Sycamore St 76065

City, State, Zip: Waxahachie, Tx 76065 Phone: 214-923-2881

E-mail Address: jcovarrubias@sagu.edu

Event Information

Event Location/Address: 1200 Sycamore St Waxahachie, Tx 76065

Purpose: promote community and wellness

Event Start Date and Time: 2/2/19 7:00AM - 1:00PM

(40)

Event End Date and Time: 2/2/19 1:00 pm

Approximate Number of Persons Attending Event Per Day: 300

Site Preparation and Set-Up Date and Time: 2/2/19 5:00 AM

Clean-Up Completion Date and Time: 2/2/19 1:00 pm

List all activities that will be conducted as a part of this event including street closures, traffic control, vendor booths, etc. Include any requests for city services.

Police (paid) for Sycamore E 77, Brown @
Stadium, ~~and~~ Brown i Sagbrush ~~and~~
Brown i 287, 287 i Broadhead

Will food and/or beverages be available and/or sold? YES/NO NO

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

If yes, will the event be in the Historic Overlay District? YES/NO NO

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

Will dumpsters be needed? NO

Will an Unmanned Aircraft Systems Unit (drone) be used? YES/NO NO If so, provide a copy of the current FAA License.

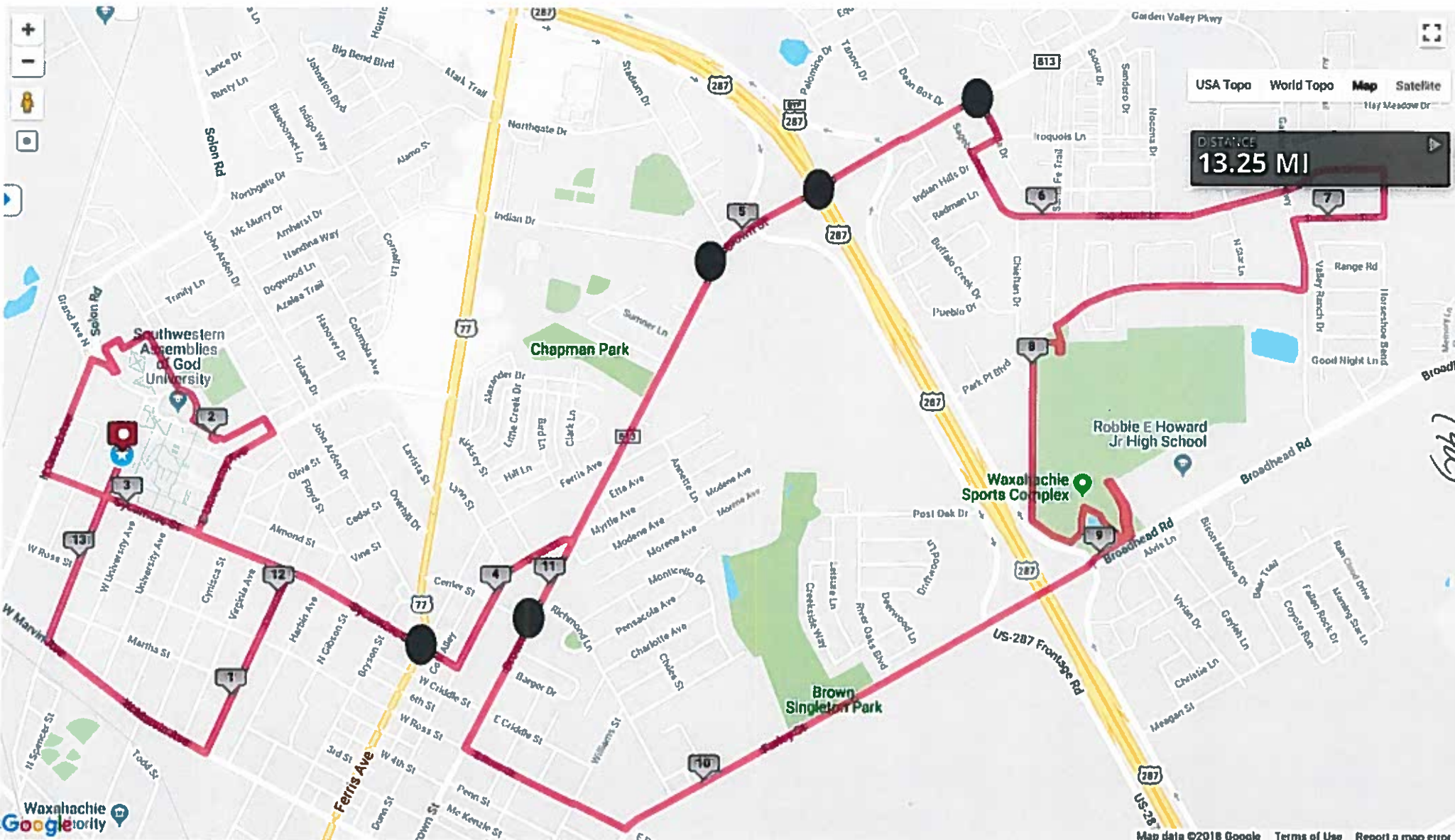
Please submit a site plan showing the layout of the event including equipment, stages, and street locations

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.

[Signature]
Signature of Applicant

10/25/18
Date

* Please note that approval of this permit does not replace/modify compliance with all applicable state laws as specified by the Texas Alcoholic Beverage Commission (TABC).



Waco, TX
Google

(40)

Villarreal, Amber

From: Jason Covarrubias <jcovarrubias@sagu.edu>
Sent: Tuesday, October 30, 2018 10:42 AM
To: Villarreal, Amber
Subject: Re: Event Application-SAGU Half Marathon

Perfect!

Sent from my iPhone

On Oct 30, 2018, at 10:36 AM, Villarreal, Amber <avillarreal@waxahachie.com> wrote:

Jason,

The \$150 is for the 4 employees from the Street Department only. That is separate from the officers needed. Our Police Chief is going to get back with me on any concerns he may have on the route. I'll keep you updated.

Matt,

The 4 employees will need to provide W-9's to Mr. Covarrubias at least 3 weeks prior to the event.

Amber Villarreal, TRMC
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: Jason Covarrubias <jcovarrubias@sagu.edu>
Sent: Tuesday, October 30, 2018 10:29 AM
To: Villarreal, Amber <avillarreal@waxahachie.com>
Subject: Re: Event Application-SAGU Half Marathon

Yes, does the \$150 per person pay for everything? Is this also for the officers? Also, I can guarantee check cut as long as we have the W-9 with three weeks to process the checks.

Sent from my iPhone

On Oct 30, 2018, at 10:23 AM, Villarreal, Amber <avillarreal@waxahachie.com> wrote:

See the response below from our Street Department. Please advise.

Thank you!

Amber Villarreal, TRMC
Assistant City Secretary
City of Waxahachie

(4d)

Villarreal, Amber

From: Jason Covarrubias <jcovarrubias@sagu.edu>
Sent: Wednesday, October 31, 2018 12:36 PM
To: Villarreal, Amber
Subject: Re: Event Application-SAGU Half Marathon

yes, last year we had an officer at the early part (77) go to the 4th dot once the last runner crossed the light.

Jason Covarrubias

Head Men's & Women's Cross Country Coach

jcovarrubias@sagu.edu

214-923-2881 Cell

Twitter: @covaj

From: Villarreal, Amber <avillarreal@waxahachie.com>
Sent: Wednesday, October 31, 2018 12:33:30 PM
To: Jason Covarrubias
Subject: RE: Event Application-SAGU Half Marathon

Are you wanting an officer at each of the five dots?

Amber Villarreal, TRMC
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: Jason Covarrubias <jcovarrubias@sagu.edu>
Sent: Wednesday, October 31, 2018 12:22 PM
To: Villarreal, Amber <avillarreal@waxahachie.com>
Subject: Re: Event Application-SAGU Half Marathon

Jason Covarrubias

Head Men's & Women's Cross Country Coach

jcovarrubias@sagu.edu

214-923-2881 Cell

Twitter: @covaj

From: Villarreal, Amber <avillarreal@waxahachie.com>
Sent: Wednesday, October 31, 2018 11:33:04 AM

(42)

Villarreal, Amber

From: Boyd, Ricky <RBoyd@waxahachiefire.org>
Sent: Monday, October 29, 2018 1:19 PM
To: Villarreal, Amber
Subject: RE: Event Application-SAGU Half Marathon

Received, I have no issues or concerns with this request.

Ricky Boyd, Fire Chief
Waxahachie Fire-Rescue
214-463-9335

From: Villarreal, Amber [mailto:avillarreal@waxahachie.com]
Sent: Monday, October 29, 2018 11:18 AM
To: Boyd, Ricky <RBoyd@waxahachiefire.org>
Subject: RE: Event Application-SAGU Half Marathon

Click the link below for a map of the run.

<https://www.mapmyrun.com/routes/view/1900237040>

2018 SAGU HALF MARATHON-FINAL

Route from MapMyRun

Jason Covarrubias

Head Men's & Women's Cross Country Coach

jcovarrubias@sagu.edu

214-923-2881 Cell

Twitter: @covaj

Amber Villarreal, TRMC

Assistant City Secretary

City of Waxahachie

Direct (469) 309-4006 | Fax (469) 309-4003 | PO Box 757, Waxahachie, Texas 75168

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From: Boyd, Ricky <RBoyd@waxahachiefire.org>
Sent: Monday, October 29, 2018 9:28 AM
To: Villarreal, Amber <avillarreal@waxahachie.com>
Subject: RE: Event Application-SAGU Half Marathon

(4d)

Villarreal, Amber

From: Smith, John
Sent: Monday, October 29, 2018 10:29 AM
To: Villarreal, Amber; Ricky Boyd; Wade Goolsbey; Robert Best; Chambers, Jeff; Ojeda, Eneida
Cc: Scott, Michael; Cartwright, Lori
Subject: RE: Event Application-SAGU Half Marathon

Approved, thanks!

From: Villarreal, Amber
Sent: Monday, October 29, 2018 8:58 AM
To: Ricky Boyd <rboyd@waxahachiefire.org>; Wade Goolsbey <wgoolsby@waxahachiepd.org>; Robert Best <rbest@waxahachiepd.org>; Smith, John <jsmith@waxahachie.com>; Chambers, Jeff <jchambers@waxahachie.com>; Ojeda, Eneida <Eojeda@waxahachie.com>
Cc: Scott, Michael <msscott@waxahachie.com>; Cartwright, Lori <lcartwright@waxahachie.com>
Subject: Event Application-SAGU Half Marathon

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

Thank you!

Amber Villarreal, TRMC
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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(14d)

Villarreal, Amber

From: Wade Goolsby <wgoolsby@waxahachiepd.org>
Sent: Wednesday, October 31, 2018 10:52 AM
To: Villarreal, Amber
Subject: RE: Event Application-SAGU Half Marathon

Amber,

I have no objections to the event, but we need a diagram of the actual route. It appears that they may be requesting officers at different locations from last year. I just need to check that out. We will also need them to clearly distinguish the competitive runners from the casual runners to assist us in knowing who to hold traffic for. Also, there is a 4 hour minimum for officers but it was the same last year.

From: Villarreal, Amber [mailto:avillarreal@waxahachie.com]
Sent: Monday, October 29, 2018 8:58 AM
To: Ricky Boyd <rboyd@waxahachiefire.org>; Wade Goolsby <wgoolsby@waxahachiepd.org>; Robert Best <rbest@waxahachiepd.org>; John Smith <jsmith@waxahachie.com>; Jeff Chambers <jchambers@waxahachie.com>; Eneida Ojeda <eojeda@waxahachie.com>
Cc: Michael Scott <msscott@waxahachie.com>; Cartwright, Lori <lcartwright@waxahachie.com>
Subject: Event Application-SAGU Half Marathon

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

Thank you!

Amber Villarreal, TRMC
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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(1)

Planning & Zoning Department

Plat Staff Report

Case: RP-18-0138



MEETING DATE(S)

Planning & Zoning Commission: November 13, 2018

City Council: November 19, 2018

CAPTION

Consider request by Ivan Brigman, Tree Hill Homes., for a **Replat** of Lots 11 and 12, Block D, Taylor Ridge Addition, Phase 4 to create Lots 11R and 12R, Block D, Taylor Ridge Addition, Phase 4, 12.431 acres (Property ID 270124 and 270125) in the Extra Territorial Jurisdiction – Owner: TREE HILL HOMES LP (RP-18-0138)

CASE INFORMATION

Applicant: Ivan Brigman, Tree Hill Homes

Property Owner(s): Tree Hill Homes LP

Site Acreage: 12.4308 acres

Number of Lots: 2 lots

Number of Dwelling Units: 2 units

Park Land Dedication: N/A ETJ

Adequate Public Facilities: Buena Vista-Bethel Special Utility District has indicated that their existing system can furnish the requested service in conformity with the Texas Commission on Environmental Quality standards for water distribution and the ISO fire flow requirements.

SUBJECT PROPERTY

General Location: 144 and 149 Taylor Ridge Drive

Parcel ID Number(s): 270124 and 270125

Current Zoning: N/A (ETJ)

Existing Use: Currently undeveloped

Platting History: The Final Plat for Taylor Ridge, Phase 4 was approved by City Council on August 21, 2017.

Site Aerial:**STAFF CONCERNS**

1. None

APPLICANT RESPONSE TO CONCERNS

1. No comments to respond to.

RECOMMENDATION

Based on the details provided in this Staff Report and the present status of the documents subject to the request, the Planning and Zoning Department recommends:

- ☐ Denial
- ☒ Approval, as presented.
- ☐ Approval, per the following comments:

ATTACHED EXHIBITS

1. Plat drawing

APPLICANT REQUIREMENTS

1. If approved by City Council, within 30 days the applicant shall provide the Planning Department one revised electronic plan set that incorporates all comments.
2. Once the revised plans are provided, staff will verify all outstanding comments were satisfied.
 - a. If comments were not satisfied, then applicant will be notified to make corrections.
 - b. If all comments satisfied, applicant shall provide five signed, hard-copy plats.

STAFF CONTACT INFORMATION

Prepared by:
 Kelly Dent, MPA
 Planner
kdent@waxahachie.com

Reviewed by:
 Shon Brooks, AICP
 Director of Planning
sbrooks@waxahachie.com

(1)

ACTION SINCE INITIAL STAFF REPORT

At the Planning and Zoning Commission meeting held November 13, 2018, the Commission voted 5-1 to recommend approval of Case RP-18-0138.

(7)

STATE OF TEXAS

COUNTY OF ELLIS: KNOW ALL MEN BY THESE PRESENTS:

That We, Tree Hill Homes, LP, being the owners of that certain tract of land hereinafter described as follows:

Field Notes
12.431 Acres

BEING all that certain lot, tract, or parcel of land situated in TAYLOR RIDGE, PHASE 4 as described by plat filed in Cabinet J, Sides 155 - 158, Plat Records, Ellis County, Texas (Instrument No. 1727853, Official Public Record, Ellis County, Texas), in the Extra Territorial Jurisdiction (ETJ) of the City of Waxahachie, Ellis County, Texas, and being all of Lots 11 and 12 of Block D, Volume 2482, Page 1581 of the said subdivision, and being more particularly described as follows:

COMMENCING at a 1/2" steel rod found for the east corner of said subdivision tract and same for Lot 13, Block D, being in the occupied northwest line of the J. Filer Survey, Abstract 352, and is also an interior corner of a called 263.226 acre tract of land as described in Volume 2256, Page 2171, OPRECT, with the bearing base for this description from GPS observation, Texas Co-ordinate System, North Central Zone 4202, NAD83 datum, with the beginning point having co-ordinates of Northing = 6811165.324, Easting = 2445538.168;

THENCE S 59°34'15" W, 182.24 feet along a southeast line of Lot 13 and same for said subdivision and along a northwest line of the said 263.226 acre tract and also along the occupied Filer survey line to a 1/2" steel rod found for the southwest corner of said Lot 13, and being the east corner of this tract and south corner for said Lot 12, and being the POINT OF BEGINNING of this tract;

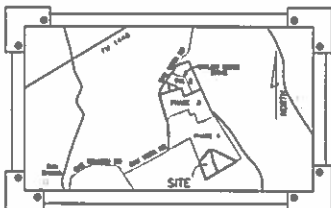
THENCE S 59°34'15" W, at 659.09 feet along the southeast line of this tract and same for said Lot 12 passing a 3/4" rod found for the southerly common corner of Lots 12 and 11 of said subdivision, in all 1087.65 feet to a 3/4" steel rod found for the south corner of this tract, same for said Taylor Ridge, Phase 4, and same for said Lot 11, and being the east corner of a called 71.66 acres as described in deed by Volume 581, Page 29, Deed Records, Ellis County, Texas (OPRECT);

THENCE N 19°55'37" W, 574.68 feet along the southwest line of this tract and same for said subdivision and Lot 11, and along the northwest line of the said 71.66 acres tract to a 3/4" steel rod found for the west corner of this tract and same for said Lot 11, and being the south corner of Lot 10, Block D;

THENCE N 40°00'00" E, 491.84 feet along the northwest line of this tract, being the common line for Lots 10 and 11, Block D to a 3/4" steel rod found in a counterclockwise curve on the southwestern right of way of Taylor Ridge Drive (60 feet Public R.O.W.), being the northwest corner of this tract and same for said Lot 11;

THENCE along said curve to the left, at 57.51 feet along the arc passing a 3/4" steel rod found for the common corner in all 107.51 feet, said curve having a radius of 60 feet, a long chord of N 19°29'42" E, 93.69 feet, and a central angle of 102°39'50" to a 3/4" steel rod found for the northeast corner of this tract, and being the common corner of Lots 12 and 13, Block D;

THENCE S 62°09'52" E, 820.50 feet along the northeast line of this tract and along the southwest line of said Lot 13 to the POINT OF BEGINNING and containing approximately 12.431 acres of land.



LOCATION MAP SCALE: 1" = 2000'

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS:

That We, Tree Hill Homes, LP, do hereby adopt this plat designating the hereinabove described property as a Replat-City / Replat-County of TAYLOR RIDGE, PHASE 4, and do hereby dedicate to Ellis County, for public use, the streets and alleys shown hereon, and do hereby reserve the easement strips shown on this plat for the accommodation of all public utilities desiring to use or using same. Any public utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs or other growths or improvements which in any way endanger or interfere with the construction or maintenance of its respective system on any of these easement strips; and any public utility shall, at all times, have the right of ingress and egress to and from and upon said easement strips for the purpose of construction, reconstruction, inspecting, patrolling, maintaining and adding to or removing all or part of its respective system without the necessity of any time of procuring the permission of anyone.

IN TESTIMONY WHEREOF, WITNESS MY HAND THIS THE _____ DAY OF _____, 2018.

Iron Brigman
Tree Hill Homes, LP

STATE OF TEXAS

Before me the undersigned authority, a Notary Public in and for said state on this day personally appeared Iron Brigman, known to me to be the person whose name is subscribed to the foregoing and acknowledged to me that he executed the same for the purposes herein expressed and in the capacity stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____ DAY OF _____, 2018.

Notary Public

SURVEYOR'S DECLARATION

That is to declare that I, Stuart C. Hamilton, a Registered Professional Land Surveyor of the State of Texas, have plotted the above subdivision from an actual survey made on the ground, and that all lot corners, angle points, and points of curve have been properly marked on the ground, and that this plat correctly represents that survey made by me.

Stuart C. Hamilton
Registered Professional
Land Surveyor
Number 4480

Date

STATE OF TEXAS

Before me the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Stuart C. Hamilton, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes herein expressed and in the capacity stated.

Given under my hand and seal this the _____ day of _____, 2018.

Notary Public in and for the
State of Texas

PLATTING NOTE:
Property lies in the E.T.J. of the
City of Waxahachie, and is subject
to the zoning rules and
regulations of said city.

NOTE: No 100 year floodplain
per FEMA Flood Map #
441360031257, dated
June 3, 2013.

SHEET 2 OF 2 SHEETS

CITY OF WAXAHACHIE, TEXAS FINAL PLAT APPROVAL

APPROVED BY: Planning and Zoning Commission
City of Waxahachie

By: _____ Date: _____
Chairperson

APPROVED BY: City Council
City of Waxahachie

By: _____ Date: _____
Mayor

Attest: _____ Date: _____

NOTE:
ALL LOTS SHALL BE SERVED BY AN ON-SITE SEWAGE FACILITY SYSTEM FOR
RESIDENTIAL USE. AN ON-SITE SOIL EVALUATION SHALL BE PERFORMED BY
A REGISTERED ENGINEER AND/OR REGISTERED SURVEYOR.

STATE OF TEXAS
COUNTY OF ELLIS
Certificate of approval by the Commissioners Court of Ellis County, Texas.
Approved this date, the _____ day of _____, 2018.

County Judge, Carter Egan

Attest: _____
County Clerk, Commissioner President # 1

Attest: _____
County Clerk, Commissioner President # 2

Attest: _____
County Clerk, Commissioner President # 3

Attest: _____
County Clerk, Commissioner President # 4

NOTE:
ALL LOTS SHALL BE SERVED BY AN ON-SITE
SEWAGE FACILITY SYSTEM FOR RESIDENTIAL USE.
AN ON-SITE SOIL EVALUATION SHALL BE PERFORMED
BY A REGISTERED ENGINEER AND/OR
REGISTERED SURVEYOR.

This plat has been Preliminary/Plat approved by the Department of Development for
an on-site sewage facility system pending any and all information as may be required
by the Ellis County Department of Development.

Department of Development Director

REPLAT - City / REPLAT - County

LOTS 11R and 12R

BLOCK D

TAYLOR RIDGE ADDITION

PHASE 4

Being a Replat of Lots 11 and 12, Block D

TAYLOR RIDGE ADDITION, PHASE 4

in the Extra Territorial Jurisdiction

(ETJ) of the City of Waxahachie

Ellis County, Texas

2 RESIDENTIAL LOTS

ELLIS ASSOCIATES
SURVEYORS

212 North Cobble Ta. 817-627-1476
Waxahachie, Texas 75105
TDRS License No. 10087150

Drawn by: Ann B. Hocutt Date: 10-15-2018 Job no. 18179

(9)

Planning & Zoning Department

Zoning Staff Report

Case: PD-18-0162



MEETING DATE(S)

Planning & Zoning Commission: November 13, 2018

City Council: November 19, 2018

CAPTION

Public Hearing on a request by Jeremiah Mikel, Ruffin & Mikel Investments, Inc., for a Zoning Change from a Planned Development-25-General Retail zoning district to **Planned Development-General Retail, with Concept Plan plus an Offsite Dry Cleaning Establishment** located at 2100 Brown Street (Property ID 204843) - Owner: HAYOUNG & LEE SANG HUH (PD-18-0162)

CASE INFORMATION

Applicant: Jeremiah Mikel, Ruffin & Mikel Investments, Inc.

Property Owner(s): Hayoung & Lee Sang Huh

Site Acreage: 0.557 acres

Current Zoning: Planned Development-General Retail

Requested Zoning: Planned Development-General Retail, plus Offsite Dry Cleaning Establishment

SUBJECT PROPERTY

General Location: 2100 Brown Street

Parcel ID Number(s): 204843

Existing Use: Multi-tenant retail structure

Development History: The final plat for Lot 1, Block A of Indian Plaza was approved by City Council on September 14, 1987.

Adjoining Zoning & Uses:

Direction	Zoning	Current Use
North	PD-GR-MUR	Currently undeveloped
East	PD-25-C	Gas station
South	PD-26-MF1	Bridgepoint Apartments
West	N/A	TxDOT ROW for US HWY 287

Future Land Use Plan: Retail

Comprehensive Plan:

Retail includes areas that have restaurants, shops, grocery stores, and personal service establishments. Retail businesses generally require greater visibility than do other types of nonresidential land use (e.g., office, commercial).

Thoroughfare Plan:

The site is accessed via Brown Street (FM 813) a Major Thoroughfare B (110' ROW).



Site Image:

PLANNING ANALYSIS

The applicant seeks to open a Dry-Cleaning Establishment, where the actual process of dry-cleaning is conducted off-site. Such as use type is not permitted by right or via a Specific Use Permit in the General Retail (GR) zoning district. The applicant proposes a Planned Development where a Dry-Cleaning Establishment, with off-site cleaning, is permitted. This PD would restrict this use type to Suite 100, the suite occupied by the applicant.

PD DEVELOPMENT STANDARDS

The following table identifies the development standard requirements in the base zoning district in comparison to the proposed development standards for this PD.

Base Zoning Requirement	Proposed Development Standard
Dry-Cleaning Establishment, Off-Site, not permitted	Dry-Cleaning Establishment, Off-Site, permitted

PUBLIC NOTIFICATIONS

To comply with State law contained in Local Government Code Chapter 211 and the City's public hearing notice requirements, 5 notices were mailed to property owners within 200 feet of the request. In addition, a notice was published in the Waxahachie Daily Light and a sign was visibly posted at the property on 10/24/2018.

STAFF CONCERNS

1. None.

APPLICANT RESPONSE TO CONCERNS

1. No comments to respond to.

RECOMMENDATION

Based on the details provided in this Staff Report and the present status of the documents subject to the request, the Planning and Zoning Department recommends:

- ☐ Denial
- ☐ Approval, as presented.
- ☒ Approval, per the following comments:
 1. A drive through as requested will require administrative Site Plan approval for the location and function of the drive through window.
 2. Dry Cleaning must be completed off site. No on site cleaning is permitted.

ATTACHED EXHIBITS

1. Site plan

APPLICANT REQUIREMENTS

1. If approved by City Council, within 30 days the applicant shall provide the Planning Department one revised electronic plan set that incorporates all comments.
2. Once the revised plans are provided, staff will verify all outstanding comments were satisfied.
 - a. If comments were not satisfied, then applicant will be notified to make corrections.
 - b. If all comments satisfied, applicant shall provide a set of drawings that incorporate all comments.

STAFF CONTACT INFORMATION

Prepared by:
Kelly Dent, MPA
Planner
kdent@waxahachie.com

Reviewed by:
Shon Brooks, AICP
Director of Planning
sbrooks@waxahachie.com

ACTION SINCE INITIAL STAFF REPORT

At the Planning and Zoning Commission meeting held November 13, 2018, the Commission voted 6-0 to recommend approval of Case PD-18-0162.

The applicant has requested to include the ability to add a drive through window at a later date. This can be accomplished with an administrative site plan review.

(9)

CASE PD-18-0162

SUPPORT 1

OPPOSE 0

Request by Jeremiah Mikel, Ruffin & Mikel Investments, Inc., for a Zoning Change from a Planned Development-25-General Retail zoning district to **Planned Development-General Retail, with Concept Plan**, located at 2100 Brown Street (Property ID 204843) - Owner: HAYOUNG & LEE SANG HUH (PD-18-0162)

SUPPORT

1. Hayoung Huh, 2605 Sandstone Lane, Midlothian, TX 76065

(9)

RECEIVED
10/29/18



City of Waxahachie, Texas
Notice of Public Hearing
Case Number: PD-18-0162



HUH HAYOUNG & LEE SANG HUH
2605 SANDSTONE LN
MIDLOTHIAN, TX 76065

The Waxahachie Planning & Zoning Commission will hold a Public Hearing on Tuesday, November 13, 2018 at 7:00 p.m. and the Waxahachie City Council will hold a Public Hearing on Monday, November 19, 2018 at 7:00 p.m. in the Council Chamber at the Waxahachie City Hall, 401 South Rogers Street, Waxahachie, Texas to consider the following:

Request by Jeremiah Mikel, Ruffin & Mikel Investments, Inc., for a Zoning Change from a Planned Development-25-General Retail zoning district to Planned Development-General Retail, with Concept Plan, located at 2100 Brown Street (Property ID 204843) - Owner: HAYOUNG & LEE SANG HUH (PD-18-0162)

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

Case Number: PD-18-0162

☒ SUPPORT

☐ OPPOSE

Comments: _____

Your response to this notification is **OPTIONAL**. If you choose to respond, please return this form by 5:00 P.M. on WEDNESDAY, NOVEMBER 7, 2018 to ensure inclusion in the Agenda Packet. Forms can be e-mailed to planningandzoning@waxahachie.com.

Signature

10/26/18

Date

Hayoung Huh / owner

Printed Name and Title

2605 Sandstone Ln

Address

Midlothian TX 76065

(10)

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING A ZONING CHANGE FROM PLANNED DEVELOPMENT-25-GENERAL RETAIL (PD-25-GR) TO PLANNED DEVELOPMENT-GENERAL RETAIL (PD-GR), WITH CONCEPT PLAN LOCATED AT 2100 BROWN STREET IN THE CITY OF WAXAHACHIE, ELLIS COUNTY, TEXAS, BEING 0.557 ACRES KNOWN AS LOT 2R BLOCK A OF THE INDIAN PLAZA-REVISED SUBDIVISION, AND ORDERING THE CHANGING OF THE ZONING MAP THEREOF IN ACCORDANCE WITH SAID CHANGE.

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

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

WHEREAS, a proper application for a PD, with Concept Plan has been made in accordance with the zoning ordinances in the City of Waxahachie and said application has been assigned case number PD-18-0162. Said application, having been referred to the Planning and Zoning (P&Z) Commission for their final report, was recommended by the P&Z Commission for zoning change approval of the subject property from PD-25-GR to PD-GR, with Concept Plan; and

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

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

NOW, THEREFORE, this property is rezoned from PD-25-GR to PD-GR, with Concept Plan in order to permit DRY CLEANING ESTABLISHMENT, OFF SITE and DRIVE-THROUGH ESTABLISHMENT uses on the following property: 2100 Brown Street, being 0.557 acres known as Lot 2R, Block A of the Indian Plaza-Revised subdivision, which is shown on Exhibit A. Prior to the development of the Drive-Through, an Administrative Site Plan must first be approved.

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

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

PASSED, APPROVED, AND ADOPTED on this _____ day of _____, 2018.

(10)

MAYOR

ATTEST:

City Secretary

(10)



Exhibit A **PD-18-0162 - 2100 Brown St -
Dry Cleaning Establishment, Off Site
Location Exhibit**

Legend

 PD-18-0162

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. This product has been produced by the City of Waxahachie for the sole purpose of geographic reference. No warranty is made by the City of Waxahachie regarding specific accuracy or completeness.

(11)

Planning & Zoning Department

Zoning Staff Report

Case: SU-18-0163



MEETING DATE(S)

Planning & Zoning Commission: November 13, 2018

City Council: November 19, 2018

CAPTION

Public Hearing on a request by William Stern, TAC Services LLC, for a Specific Use Permit (SUP) for **Rooftop Solar Panel System** use within a Single Family-2 zoning district, located at 228 Hackney (Property ID 267574) – Owner: KEITH A & DEANNA KERR (SU-18-0163)

CASE INFORMATION

Applicant: William Stern, TAC Services LLC

Property Owner(s): Keith A & Deanna Kerr

Site Acreage: 0.212 acres

Current Zoning: Single Family-2

Requested Zoning: SF2 with Specific Use Permit

SUBJECT PROPERTY

General Location: 228 Hackney

Parcel ID Number(s): 267574

Existing Use: Single family residence

Development History: The Final Plat for Mustang Creek, Phase Four was approved by City Council on August 15, 2016.

Adjoining Zoning & Uses:

Direction	Zoning	Current Use
North	SF2	Single family residence
East	SF2	Single family residence
South	SF2	Single family residence
West	SF2	Single family residence

Future Land Use Plan: Low Density Residential

(11)

Comprehensive Plan:

This category is representative of smaller single family homes and some duplex units. The majority of Waxahachie's current development is of similar density. It is appropriate to have approximately 3.5 dwelling units per acre.

Thoroughfare Plan:

The site is accessed via Hackney Street, a local street (50' ROW).



Site Image:

PLANNING ANALYSIS

The applicant seeks to install solar panels on the roof of this single family residence. Solar panels are permitted, with a Specific Use Permit, and must be installed so that they do not front onto the right-of-way.

PUBLIC NOTIFICATIONS

To comply with State law contained in Local Government Code Chapter 211 and the City's public hearing notice requirements, 17 notices were mailed to property owners within 200 feet of the request. In addition, a notice was published in the Waxahachie Daily Light and a sign was visibly posted at the property on 10/24/18.

STAFF CONCERNS

1. Modify the vicinity map to call out the house.

APPLICANT RESPONSE TO CONCERNS

1. Awaiting applicant response.

RECOMMENDATION

Based on the details provided in this Staff Report and the present status of the documents subject to the request, the Planning and Zoning Department recommends:

- ☐ Denial
- ☒ Approval, as presented.
- ☐ Approval, per the following comments:

(11)

ATTACHED EXHIBITS

1. Site plan packet

APPLICANT REQUIREMENTS

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

STAFF CONTACT INFORMATION

Prepared by:

Kelly Dent, MPA

Planner

kdent@waxahachie.com

Reviewed by:

Shon Brooks, AICP

Director of Planning

sbrooks@waxahachie.com

ACTION SINCE INITIAL STAFF REPORT

At the Planning and Zoning Commission meeting held November 13, 2018, the Commission voted 6-0 to recommend approval of Case SU-18-0163.

(11)

SCOPE OF WORK

TO INSTALL A SOLAR PHOTOVOLTAIC (PV) SYSTEM AT THE
KEITH KERR RESIDENCE,
LOCATED AT 228 HACKNEY STREET IN WAXAHACHIE, 75165.
THE POWER GENERATED BY THE PV SYSTEM WILL BE INTERCONNECTED
WITH THE UTILITY GRID THROUGH THE EXISTING ELECTRICAL SERVICE EQUIPMENT.
THE PV SYSTEM DOES NOT INCLUDE STORAGE BATTERIES.

SYSTEM RATING

12.80 kW DC STC
11.64 kW DC PTC
11.60 kW CEC-AC

PROJECT LOCATION

EQUIPMENT SUMMARY

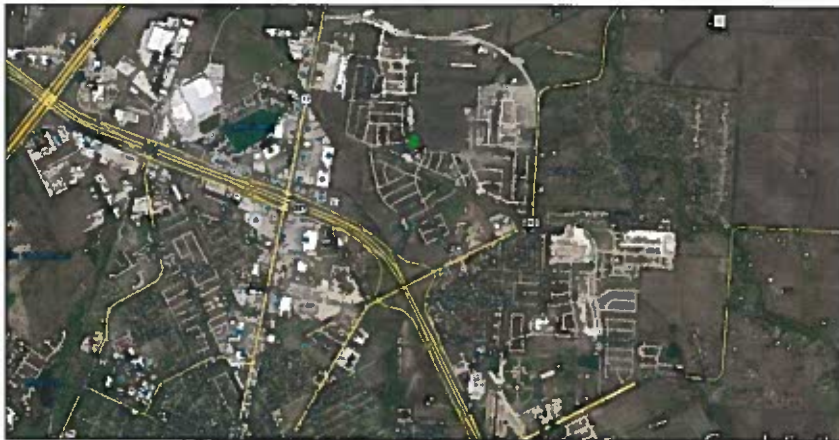
40 HANWHA Q-PEAK DUO-G5 320 PV MODULES
1 SOLAREDGE SE11400H-US PV INVERTER(S)

SHEET INDEX

PV-1 COVER
PV-2 SITE MAP & PV LAYOUT
PV-2.1 ROOF 1 LAYOUT
PV-2.2 ROOF 2 LAYOUT
PV-5.1 ELECTRICAL I-LINE DIAGRAM
PV-5.2 ELECTRICAL WIRE CALCULATIONS
PV-7 SYSTEM LABELING DETAIL
PV-8 EQUIPMENT SPECIFICATION SHEETS
PV-8.1 EQUIPMENT SPECIFICATION SHEETS
PV-8.2 EQUIPMENT SPECIFICATION SHEETS
PV-8.3 EQUIPMENT SPECIFICATION SHEETS

GOVERNING CODES

2014 NATIONAL ELECTRICAL CODE
2015 INTERNATIONAL BUILDING CODE / INTERNATIONAL RESIDENTIAL CODE
UNDERWRITERS LABORATORIES (UL) STANDARDS
OSHA 29 CFR 1910.269



DESIGN & DRAFTING BY:
RELLY HEFF

REVISIONS		
DESCRIPTION	DATE	REV
Original	5/31/2024	0

CONTRACTOR

TAC
www.tacusa.com
1800 S LOOP 161 STE 150 #100
SEWING TO FLORIS
WACAP PO BOX 95882
FEE # 0181

PROJECT NAME

KERR - 228 HACKNEY ST
228 HACKNEY STREET
WAXAHACHIE, TX 75165
EST ID: 0317604

SHEET NAME

COVER
PAGE

SHEET SIZE

ANSI B
11"x17"

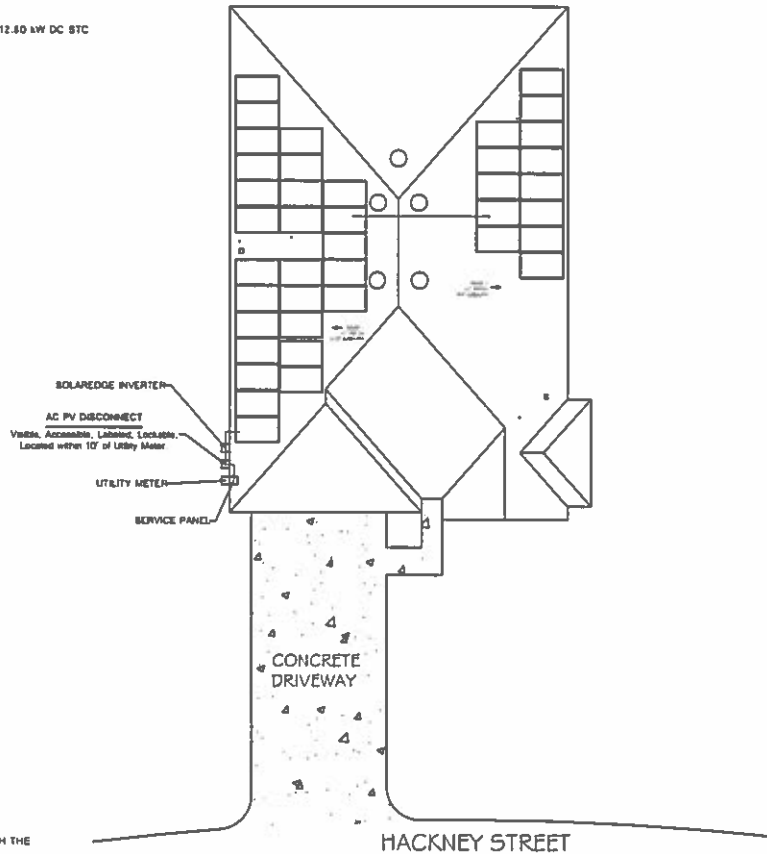
SHEET NUMBER

PV-1

(11)

CONSTRUCTION SUMMARY

(40) (HANWHA Q.PEAK DUO-GS 320) SOLAR MODULES TOTAL, 12.80 kW DC STC
(1) (SOLAREDGE SE11400H-US) INVERTER TOTAL, 11.40 kW AC.
(66) ATTACHMENT POINTS @ 72" O.C. MAX.
Roof Type = Camp Shingle, Age Unknown, 1 Layer(s)
Roof Structure = 2x4 Truss @ 24" O.C., 1/2" Plywood Decking
Roof/Array #1 = 32' Pitch, 270° Azimuth
Roof/Array #2 = 32' Pitch, 90° Azimuth



CONSTRUCTION NOTES

- 1.) ALL EQUIPMENT SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTALLATION INSTRUCTIONS.
- 2.) ALL OUTDOOR EQUIPMENT SHALL BE RAIN-TIGHT WITH MINIMUM NEMA 3R RATING.
- 3.) ALL LOCATIONS ARE APPROXIMATE AND REQUIRE FIELD VERIFICATION.

DESIGN & DRAFTING BY:
REILLY HOFF

REVISIONS			
DESCRIPTION	DATE	REV	
ORIGINAL	3/16/2016	A	

CONTRACTOR

TAC
TAC Solar, Inc.
1000 S. LOOP P.O. BOX 246 #08
DENVER, CO 80202
NACCE# PW-0224-00585
TACID# 0155

PROJECT NAME

KERR - 228 HACKNEY ST
228 HACKNEY STREET
WAXAHACHE, TX 75165
EST ID: 0317604

SHEET NAME

PV
LAYOUT

SHEET SIZE

ANSI B
11" x 17"

SHEET NUMBER

PV-2

(12)

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING A SPECIFIC USE PERMIT (SUP) TO PERMIT A ROOFTOP SOLAR PANEL USE WITHIN A SINGLE-FAMILY-2 (SF2) ZONING DISTRICT, LOCATED AT 228 HACKNEY STREET, BEING PROPERTY ID 267574, IN THE CITY OF WAXAHACHIE, ELLIS COUNTY, TEXAS, BEING LOT 20, BLOCK T IN THE MUSTANG CREEK PHASE 4 SUBDIVISION, AND ORDERING THE CHANGING OF THE ZONING MAP THEREOF IN ACCORDANCE WITH SAID CHANGE.

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

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

WHEREAS, the described property is classified in said ordinance and any amendments thereto as SF2; and

WHEREAS, a proper application for an SUP has been made in accordance with the zoning ordinances in the City of Waxahachie and said application has been assigned case number SU-18-0163. Said application having been referred to the Planning and Zoning (P&Z) Commission was recommended by the P&Z Commission for approval and the issuance thereof; and

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

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

NOW, THEREFORE, this property is rezoned from SF2 to SF2, with an SUP in order to permit a Rooftop Solar Panel System use on the following property: Lot 20, Block T of the Mustang Creek Phase 4 subdivision, which is shown on Exhibit A, in accordance with the Site Layout Plan attached as Exhibit B.

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

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

PASSED, APPROVED AND ADOPTED on this _____ day of _____, 2018.

(12)

MAYOR

ATTEST:

City Secretary

(12)



Exhibit A

**SU-18-0163 - 228 Hackney -
Rooftop Solar Panel System
Location Exhibit**

Legend

 SU-18-0163

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. This product has been produced by the City of Waxahachie for the sole purpose of geographic reference. No warranty is made by the City of Waxahachie regarding specific accuracy or completeness.

(12)

SCOPE OF WORK

TO INSTALL A SOLAR PHOTOVOLTAIC (PV) SYSTEM AT THE KERR RESIDENCE, LOCATED AT 228 HACKNEY STREET IN WAXAHACHIE, 75165. THE POWER GENERATED BY THE PV SYSTEM WILL BE INTERCONNECTED WITH THE UTILITY GRID THROUGH THE EXISTING ELECTRICAL SERVICE EQUIPMENT. THE PV SYSTEM DOES NOT INCLUDE STORAGE BATTERIES.

SYSTEM RATING

12.60 kW DC STC
11.84 kW DC PTC
11.40 kW CEC-AC

PROJECT LOCATION

EQUIPMENT SUMMARY

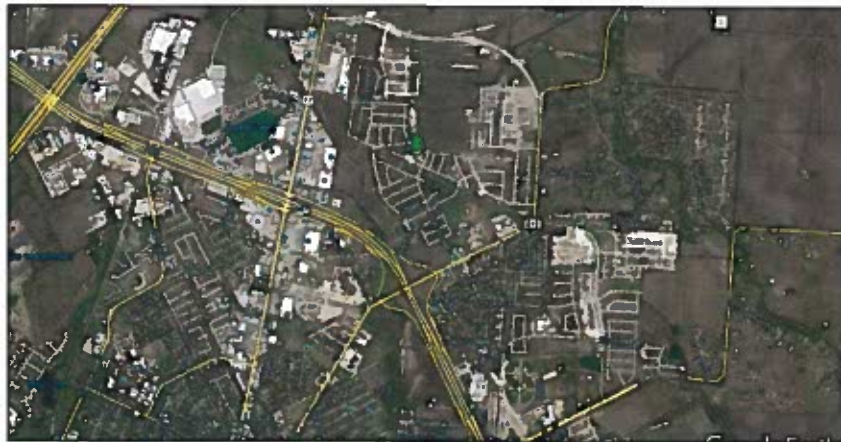
40 HANWHA CLP6K-DUO-G5 320 PV MODULES
1 SOLAREDGE SB11400H-US PV INVERTER(S)

SHEET INDEX

PV-1 COVER
PV-2 SITE MAP & PV LAYOUT
PV-2.1 ROOF 1 LAYOUT
PV-2.2 ROOF 2 LAYOUT
PV-3.1 ELECTRICAL 1-LINE DIAGRAM
PV-3.2 ELECTRICAL WIRE CALCULATIONS
PV-7 SYSTEM LABELING DETAIL
PV-9 EQUIPMENT SPECIFICATION SHEETS
PV-9.1 EQUIPMENT SPECIFICATION SHEETS
PV-9.2 EQUIPMENT SPECIFICATION SHEETS
PV-9.3 EQUIPMENT SPECIFICATION SHEETS

GOVERNING CODES

2014 NATIONAL ELECTRICAL CODE
2015 INTERNATIONAL BUILDING CODE / INTERNATIONAL RESIDENTIAL CODE
UNDERWRITERS LABORATORIES (UL) STANDARDS
OSHA 19 CFR 1910.369



DESIGN & DRAFTING BY:
RELLY HOFF

REVISIONS		
DESCRIPTION	DATE	REV
ORIGINAL	8/11/2016	A

CONTRACTOR

TAC
www.taccontractors.com
1000 S LOOP W. STE 201 FRI
BEVING, TX 75001
PHONE: 972-261-0900
FAX: 972-261-0901

PROJECT NAME

KERR - 228 HACKNEY ST
228 HACKNEY STREET
WAXAHACHIE, TX, 75165
ESI ID: 0317604

SHEET NAME

COVER
PAGE

SHEET SIZE

ANSI B
11"x17"

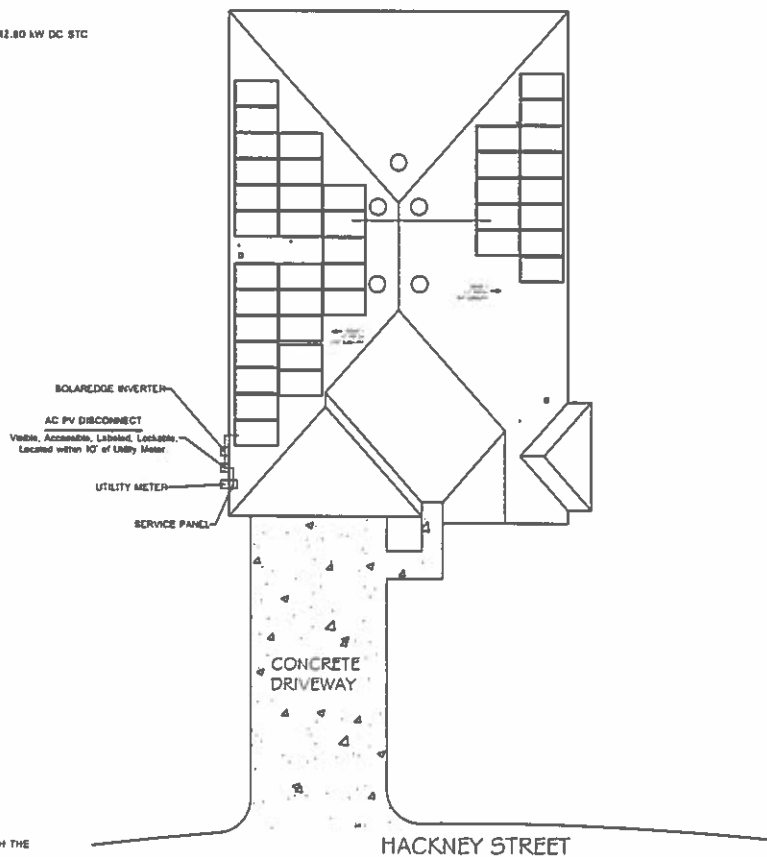
SHEET NUMBER

PV-1

(12)

CONSTRUCTION SUMMARY

(40) HANYPHA D-PEAK DUO-G5 J20) SOLAR MODULES TOTAL, 12.80 kW DC STC
(1) SOLAREEDGE SE11400H-US) INVERTER TOTAL, 11.40 kW AC.
(68) ATTACHMENT POINTS @ 72" O.C. MAX.
Roof Type = Comp Shingle, Age Unknown, 1 Layer(s)
Roof Structure = 2x4 Truss @ 24" O.C., 1/2" Plywood Decking
Roof/Array #1 = 32° Pitch, 270° Azimuth
Roof/Array #2 = 32° Pitch, 90° Azimuth



CONSTRUCTION NOTES

- 1.) ALL EQUIPMENT SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTALLATION INSTRUCTIONS.
- 2.) ALL OUTDOOR EQUIPMENT SHALL BE PAINTTIGHT WITH MINIMUM NEMA 3R RATING.
- 3.) ALL LOCATIONS ARE APPROXIMATE AND REQUIRE FIELD VERIFICATION.

DESIGN & DRAFTING BY:
RELLY HEFF

REVISIONS		
DESCRIPTION	DATE	BY
ORIGINAL	1/11/2016	A

CONTRACTOR

TAC
www.tacenergy.com
HDD 8 1000P 110 875 250 000
DESIGN: 17 11000
HACKNEY PV-02 PV-02000
TCL 1/16

PROJECT NAME

KERR - 228 HACKNEY ST
228 HACKNEY STREET
WADSWORTH, TX 75165
EST ID: 0317604

SHEET NAME

PV
LAYOUT

SHEET SIZE

ANSI B
11" x 17"

SHEET NUMBER

PV-2

(13)

Planning & Zoning Department

Plat Staff Report

Case: RP-18-0166



MEETING DATE(S)

Planning & Zoning Commission: November 13, 2018

City Council: November 19, 2018

CAPTION

Request by Mark Thedford, Akamai Designs, for a Replat of Lot 2 & 3, Block 29 and Lot 1A, 1B, & 6, Block 30, Town Addition, to create Lot 1, Block A, Ferris Retail Center, 1.162 acres (Property ID 170749) – Owner: KAY BUNMUNG MEE (RP-18-0166)

CASE INFORMATION

Applicant: Mark Thedford, Akamai Designs

Property Owner(s): Kay Bunmungmee

Site Acreage: 1.162 acres

Number of Lots: 1 lot

Number of Dwelling Units: 0 units

Park Land Dedication: N/A

Adequate Public Facilities: Applicant can either extend the connections that currently serve the existing bakery, or can abandon those connections and install connections that include the new development and the existing building.

SUBJECT PROPERTY

General Location: 512 Ferris Avenue

Parcel ID Number(s): 170749

Current Zoning: General Retail

Existing Use: Creations Bakery

Platting History: These lots currently exist as shown on the Hawkins Map, which was filed May 1, 1946.

Site Aerial:**STAFF CONCERNS**

None

RECOMMENDATION

Based on the details provided in this Staff Report and the present status of the documents subject to the request, the Planning and Zoning Department recommends:

- ☐ Denial
- ☐ Approval, as presented.
- ☒ Approval, per the following comments:
 1. Applicant seeks to dedicate 18.5 feet rather than the 23 feet required to reach full Right Of Way width due to the existing building extending into the would be dedication area.
 2. Utility Easement must be located along Ferris Avenue.

ATTACHED EXHIBITS

1. Plat drawing

APPLICANT REQUIREMENTS

1. If approved by City Council, within 30 days the applicant shall provide the Planning Department one revised electronic plan set that incorporates all comments.
2. Once the revised plans are provided, staff will verify all outstanding comments were satisfied.
 - a. If comments were not satisfied, then applicant will be notified to make corrections.
 - b. If all comments satisfied, applicant shall provide five signed, hard-copy plats.

STAFF CONTACT INFORMATION

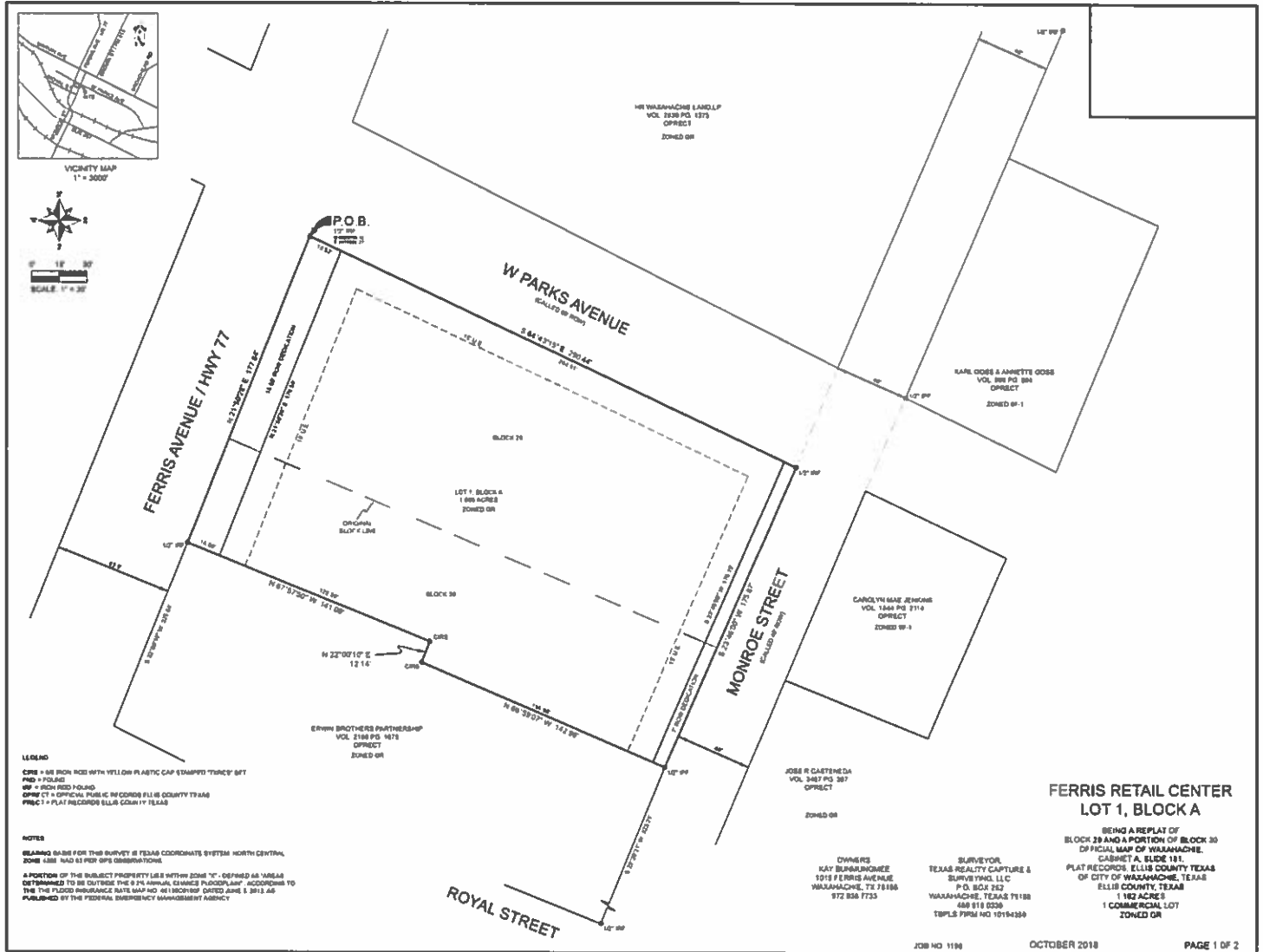
Prepared by:
 Kelly Dent, MPA
 Planner
kdent@waxahachie.com

Reviewed by:
 Shon Brooks, AICP
 Director of Planning
sbrooks@waxahachie.com

ACTION SINCE INITIAL STAFF REPORT

At the Planning and Zoning Commission meeting held November 13, 2018, the Commission voted 6-0 to recommend approval of Case RP-18-0166.

(13)



(13)

PL STATE OF TEXAS
COUNTY OF ELLIS

KNOW ALL MEN BY THESE PRESENTS

WHEREAS KAY BLUMMINGER is the sole owner of a tract of land described in DEED DAY BLUMMINGER, RECORDED IN INSTRUMENT NO. 18077 OF THE OFFICIAL PUBLIC RECORDS OF ELLIS COUNTY TEXAS, CORRECTLY ALSO BEING ALL OF BLOCK 29 AND A PORTION OF BLOCK 30 OF THE MAP OF WAXAHACHE, RECORDED IN CADDEN A, BLADE 181 OF THE OFFICIAL PUBLIC RECORDS OF ELLIS COUNTY, TEXAS, CORRECTLY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING THAT A 1/2" FROM ROAD POLE 100' FOR THE SOUTHWEST CORNER OF SAID BLUMMINGER TRACT SAID BLOCK 29 AND THE INTERSECTION OF THE EAST RIGHT-OF-WAY FROM LINE OF FARM ROAD 100' FROM THE SOUTH ROW LINE OF SAID FARM ROAD.

THERE IS 84' 11" 8' ALONG THE NORTH LINE OF SAID BLUMMINGER TRACT SAID TO BE 29 AND THE COMMON SOUTH ROW LINE OF SAID FARM ROAD, A DISTANCE OF 300' 00' FEET TO A 1/2" 8' 8' FOR THE NORTHEAST CORNER OF SAID BLUMMINGER TRACT SAID BLOCK 29 AND THE INTERSECTION OF THE SOUTH ROW LINE OF SAID FARM ROAD AND THE WEST ROW LINE OF SAID FARM ROAD.

THERE IS 24' 00" 0" ALONG THE EAST LINE OF SAID BLUMMINGER TRACT THE EAST LINE OF SAID BLOCK 29 SAID TO BE 29 AND THE COMMON WEST ROW LINE OF SAID FARM ROAD, A DISTANCE OF 115' 01' 10" 0" TO A 1/2" 8' 8' FOR THE SOUTHWEST CORNER OF SAID BLUMMINGER TRACT AND THE COMMON SOUTHWEST CORNER OF THAT TRACT OF LAND DESCRIBED IN DEED TO FARM ROAD, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: CORRECT FROM WHICH A 1/2" 8' 8' MARKING THE SOUTHWEST CORNER OF SAID BLUMMINGER TRACT AND THE INTERSECTION OF THE NORTH ROW LINE OF SAID FARM ROAD AND THE WEST ROW LINE OF SAID FARM ROAD, A DISTANCE OF 325' 11' 0" 0" FEET.

THERE IS ALONG THE SOUTHWEST CORNER OF SAID BLUMMINGER TRACT AND THE COMMON NORTH LINE OF SAID FARM ROAD, A DISTANCE OF 142' 00' FEET TO A 1/2" 8' 8' FOR THE CORNER.

N 22° 00' 0" E A DISTANCE OF 12' 14' FEET TO A 1/2" 8' 8' FOR THE CORNER OF SAID FARM ROAD.

N 67° 00' 0" E A DISTANCE OF 141' 00' FEET TO A 1/2" 8' 8' FOR THE SOUTHWEST CORNER OF SAID BLUMMINGER TRACT AND THE COMMON NORTH ROW LINE OF SAID FARM ROAD, A DISTANCE OF 177' 04' FEET TO THE POINT OF BEGINNING AND CONTAINING 1.10 ACRES OF LAND MORE OR LESS.

THERE IS 21° 00' 0" E ALONG THE WEST LINE OF SAID BLUMMINGER TRACT THE WEST LINE OF SAID BLOCK 29 SAID TO BE 29 AND THE COMMON EAST ROW LINE OF SAID FARM ROAD, A DISTANCE OF 177' 04' FEET TO THE POINT OF BEGINNING AND CONTAINING 1.10 ACRES OF LAND MORE OR LESS.

KNOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS

THAT KAY BLUMMINGER DO HEREBY ADOPT THIS PLAT DESCRIBING THE HEREIN ABOVE DESCRIBED PROPERTY AS FARM ROAD, CERTAIN AN ADDITION TO THE CITY OF WAXAHACHE, ELLIS COUNTY TEXAS, AND DOES HEREBY CERTIFY, IN THE NAME, TO THE CITY OF WAXAHACHE, TEXAS, FOR THE PUBLIC USE HEREBY, THE STREETS AND ALL LOTS SHOWN THEREON, THE STREETS AND ALL LOTS ARE DEDICATED FOR STREET PURPOSES. THE EASEMENTS AND PUBLIC USE ARE, AS SHOWN, ARE DEDICATED FOR THE PUBLIC USE HEREBY, FOR THE PURPOSES INDICATED ON THIS PLAT NO OTHER EASEMENTS, RIGHTS, OR OTHER INTERESTS OR EASEMENTS SHALL BE CONSTRUCTED OR PLACED UPON OR ACROSS THE EASEMENTS AS SHOWN EXCEPT THAT LANDSCAPE IMPROVEMENTS MAY BE PLACED IN LANDSCAPE EASEMENTS IF APPROVED BY THE CITY OF WAXAHACHE. IN ADDITION, UTILITY EASEMENTS MAY ALSO BE USED FOR THE PUBLIC USE AND ACCOMMODATION OF ALL PUBLIC UTILITIES SERVING TO OR USING THE SAME UNDER THE (GARRISON) LISTS THE USE TO PARTICULAR UTILITIES. SAID USE BY PUBLIC UTILITIES BEING SUBJECT TO THE PUBLIC USE CITY OF WAXAHACHE USE, THEREBY, THE CITY OF WAXAHACHE AND PUBLIC UTILITIES SHALL HAVE THE RIGHT TO REMOVE AND KEEP REMOVED ALL OR PARTS OF ANY BUILDING, FENCE, WALL, OR OTHER IMPROVEMENTS ON OR ACROSS WHICH MAY BE IN ANY DANGER OR INTERFERE WITH THE CONSTRUCTION, MAINTENANCE, OR OPERATION OF THEIR RESPECTIVE SYSTEMS IN SAID EASEMENTS. THE CITY OF WAXAHACHE AND PUBLIC UTILITIES SHALL AT ALL TIMES HAVE THE FULL RIGHT OF ACCESS AND EGRESS TO OR FROM THEIR RESPECTIVE SYSTEMS FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING, INSPECTING, MAINTAINING, REPAIRING, AND ADDING TO OR REMOVING ALL OR PARTS OF THEIR RESPECTIVE SYSTEMS WITHOUT THE NECESSITY OF ANY TYPE PROCEEDINGS THEREFROM FROM ANYONE.

THIS PLAT APPROVED SUBJECT TO ALL PLATTING ORDINANCES, RULES, REGULATIONS AND BY-LAWS OF THE CITY OF WAXAHACHE, TEXAS.

WITNESS MY HAND THIS _____ DAY OF _____, 2018

KAY BLUMMINGER

STATE OF TEXAS
COUNTY OF ELLIS

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THE DAY PERSONALLY APPEARED KAY BLUMMINGER, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE OR SHE EXECUTED THE SAME FOR THE PURPOSES HEREIN EXPRESSED AND IN THE CAPACITY STATED.

GIVEN UNDER MY HAND AND SEAL THIS, _____ DAY OF _____, 2018

NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS

I, TERRY L. JACKSON, NOTARY PUBLIC, HEREBY CERTIFY THAT THIS PLAT WAS MADE ON THE FOREGOING, UNDER MY DIRECT SUPERVISION, ON THE DATE SHOWN, AND THAT ALL NECESSARY CORRECTIONS WERE MADE BEFORE THIS PLAT WAS RECORDED.

"Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed as relied upon as a final survey document."

TERRY L. JACKSON
REGISTRATION NUMBER 5666

APPROVED BY PLANNING AND ZONING COMMISSION CITY OF WAXAHACHE

By _____ DATE _____

APPROVED BY CITY COUNCIL
CITY OF WAXAHACHE

By _____ DATE _____

By _____ DATE _____

FERRIS RETAIL CENTER LOT 1, BLOCK A

BEING A REPLAT OF
BLOCK 29 AND A PORTION OF BLOCK 30
OFFICIAL MAP OF WAXAHACHE,
CADDEN A, BLADE 181
PLAT RECORDED, ELLIS COUNTY TEXAS
CITY OF WAXAHACHE, TEXAS
ELLIS COUNTY, TEXAS
1.10 ACRES
1 COMMERCIAL LOT
ZONED OR

OWNERS
KAY BLUMMINGER
1217 F STREET AVE
WAXAHACHE, TX 75186
972 890 7733

SURVEYOR
TEXAS REALTY CAPTURE &
SURVEYING, LLC
P.O. BOX 283
WAXAHACHE, TEXAS 75186
409 815 0556
TOLLS PERM NO 10184360

JOB NO. 1190

OCTOBER 2018

PAGE 2 OF 2

(13)

CASE RP-18-0166

SUPPORT 1

OPPOSE 0

Request by Mark Thedford, Akamai Designs, for a **Replat** of Lot 2 & 3, Block 29 and Lot 1A, 1B, & 6, Block 30, Town Addition, to create Lot 1, Block A, Ferris Retail Center, 1.162 acres (Property ID 170749) – Owner: KAY BUNMUNG MEE (RP-18-0166)

SUPPORT

1. Carolyn Jenkins, 432 N. Monroe, Waxahachie, TX 75165

(13)

RECEIVED
11/5/18

hearings. If you cannot attend the hearing, please contact the Planning Department at (903) 309-4290 or via email: planningandzoning@waxahachie.com for additional information on this request.

Case Number: RP-13-0166

☒ SUPPORT

☐ OPPOSE

Comments: _____

Your response to this notification is **OPTIONAL**. If you choose to respond, please return this form by 5:00 P.M. on **WEDNESDAY, NOVEMBER 7, 2018** to ensure inclusion in the Agenda Packet. Forms can be e-mailed to planningandzoning@waxahachie.com.

Signature

Carolyn Jenkins
Printed Name and Title OWNER

Date

Address

11-2-2018
432 N. MONROE
75165

It is a crime to knowingly submit a false zoning reply form. (Texas Penal Code 37.09)

(15)

Planning & Zoning Department

Zoning Staff Report

Case: PD-18-0156



MEETING DATE(S)

Planning & Zoning Commission: October 23, 2018

City Council: November 5, 2018

CAPTION

Public Hearing on a request by Terry Weaver, TJVC Inc., for a Zoning Change from a Single Family-1 zoning district to **Planned Development-Single Family-1, with Concept Plan**, located West of Ovilla Road and North of Highway 287 Business, being 101 E BELLOW & 466 E HORTON 79.91 ACRES (Property ID 180391) - Owner: WALKER DON GORDON (PD-18-0156)

CASE INFORMATION

Applicant: Terry Weaver, TJVC, Inc.

Property Owner(s): Don Gordon Walker

Site Acreage: 60.568 acres

Current Zoning: Single Family-1

Requested Zoning: Planned Development-Single Family-1, with Concept Plan

SUBJECT PROPERTY

General Location: West of Ovilla Road, North of Highway 287 Business

Parcel ID Number(s): 180391

Existing Use: Currently undeveloped

Development History: The site is located in the E Bellow Survey, Abstract No. 101, and E Horton Survey, Abstract No. 466.

Adjoining Zoning & Uses:

Direction	Zoning	Current Use
North	PD-SF2	Sheppard's Place subdivision
East	PD-41-C	Single family residence
South	SF1 w SUP	Office
West	PD-C	Waxahachie ISD

Future Land Use Plan: Low Density Residential with a portion Mixed Use Residential

Comprehensive Plan:

The Low Density Residential category is representative of smaller single family homes and some duplex units. The majority of Waxahachie's current development is of similar density. It is appropriate to have approximately 3.5 dwelling units per acre.

Areas with a mixture of residential and nonresidential uses, with a larger percentage of residential. Approximately 80 percent of the acreage or square footage of any proposed development should be residential, with the remaining 20 percent of the acreage or square footage nonresidential. Acreage would apply in a horizontal mixed use development, while square footage would apply in a vertical development. Both vertical and horizontal mixed use could be provided together.

Thoroughfare Plan:

The site is accessed via Ovilla Rd., a Proposed Major Thoroughfare B (110' ROW).



Site Image:

PLANNING ANALYSIS

The applicant seeks to rezone the subject property to account for the development of a single family residential neighborhood. This property is located in an area close to the new high school, in a section of town that the City anticipates will largely convert to residential neighborhoods.

The proposed development of this property will increase traffic onto Ovilla Rd., perhaps spurring TxDOT's widening of Ovilla to account for the number of households that will be dependent on Ovilla to get into and out of their neighborhoods. There are additional neighborhoods being developed north of this property, all of which front onto Ovilla Rd. The neighborhoods along Ovilla have sought Planned Developments to decrease lot sizes from City standards, and the City must determine whether it is comfortable moving away from these to increase density. Additionally, consideration is needed as a residential development will generate traffic on a street that is not currently designed to handle such traffic loads.

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The existing zoning for this site is Single Family-1 zoning. This zoning district requires minimum lot sizes of 16,000 square feet and minimum home sizes of 2,200 square feet. The applicant's request to SF1 zoning with significant deviations is of concern.

This development proposes to reduce the SF1 requirements to a minimum lot size of 8,400 SF for the majority of these lots, with 10,000 SF lots being located primarily along the borders of the property. This proposal calls for a minimum DUA of 2,000 SF on 8,400 SF and 10,000 SF lots and 2,200 SF on 16,000 SF lots. While smaller lots have been permitted in the past, the City is making an effort to enforce lot size standards and to obtain larger homes.

PD DEVELOPMENT STANDARDS

The applicant seeks to reduce lot sizes from the SF1 standard size of 16,000 SF to a minimum lot size of 8,400 SF, with 10,000 SF lots and 16,000 SF lots included along the boundaries of the site. The following table offers a brief summary of City standards as compared to proposed standards.

Requirement	SF1	Lot Type A	Lot Type B	Lot Type C
Minimum lot size	16,000 SF	8,400 SF	10,000 SF	16,000 SF
Minimum DUA	2,200 SF	2,000 SF	2,000 SF	2,200 SF
Minimum lot width	Ninety (90) ft	Seventy (70) ft at building line; cul-de-sac, elbow, eyebrow lots: fifty-five (55) ft	Eighty (80) ft at building line; cul-de-sac, elbow, eyebrow lots: sixty-five (65) feet	Ninety (90) ft
Minimum lot depth	140 ft	120 ft; cul-de-sac, elbow, eyebrow lots: ninety (90) ft; measured at mid-point of front & rear lot lines	120 ft; cul-de-sac, elbow, eyebrow lots: ninety (90) ft; measured at mid-point of front & rear lot lines	140 ft
Front yard setback	Forty(40)feet	Twenty-five (25) ft including front entry garages; if J swing garage, setback of twenty (20) ft; unenclosed front porches, roof eaves, chimneys and other similar architectural elements may extend maximum of four (4) ft into front yard, except no portion of any structure may encroach into utility easements	Twenty-five (25) ft including front entry garages; if J swing garage, setback of twenty (20) ft; unenclosed front porches, roof eaves, chimneys and other similar architectural elements may extend maximum of four (4) ft into front yard, except no portion of any structure may encroach into utility easements	Forty (40) ft
Side yard setback	Fifteen (15) ft; fifteen (20) ft to ROW	Five (5) ft; no portion of any structure may encroach into utility easements	Seven (7) ft; no portion of any structure may encroach into utility easements	Ten (10) ft
Rear yard setback	Twenty-five (25) ft	Fifteen (15) ft; no portion of any structure may encroach into utility easements	Fifteen (15) ft; no portion of any structure may encroach into utility easements	Twenty-five (25) ft
Garage orientation	N/A	100 percent front-entry garage allowed	Fifty (50) percent of all lots shall be side or rear-entry	Side-entry

See the included Concept Plan Provision that describes, in full, the development standard requirements in this PD.

PUBLIC NOTIFICATIONS

To comply with State law contained in Local Government Code Chapter 211 and the City's public hearing notice requirements, 14 notices were mailed to property owners within 200 feet of the request. In addition, a notice was published in the Waxahachie Daily Light and a sign was visibly posted at the property on 10/03/2018.

STAFF CONCERNS

1. The City's minimum lot size for SF1 is 16,000 SF.
2. The City would like to see a minimum DUA of 2,200 SF.
3. The City is concerned about the type and quality of amenities proposed to be provided to residents.
4. The landscaping along Ovilla remains concerning.

APPLICANT RESPONSE TO CONCERNS

1. Applicant met with City staff and submitted revisions. There remain concerns about proposed lot sizes and minimum DUA.

RECOMMENDATION

Based on the details provided in this Staff Report and the present status of the documents subject to the request, the Planning and Zoning Department recommends:

- ☐ Denial
- ☐ Approval, as presented.
- ☐ Approval, per staff comments.
- ☒ Additional considerations may be required:
 1. The City's minimum lot size for SF1 is 16,000 SF.
 2. The City would like to see a minimum DUA of 2,200 SF.
 3. The City is concerned about the type and quality of amenities proposed to be provided to residents.
 4. The landscaping along Ovilla remains concerning.

ATTACHED EXHIBITS

1. Concept plan provisions
2. Conceptual narrative
3. Site plan
4. Conceptual landscape plan
5. Open space amenities photos packet

APPLICANT REQUIREMENTS

1. If approved by City Council, within 30 days the applicant shall provide the Planning Department one revised electronic plan set that incorporates all comments.
2. Once the revised plans are provided, staff will verify all outstanding comments were satisfied.
 - a. If comments were not satisfied, then applicant will be notified to make corrections.
 - b. If all comments satisfied, applicant shall provide a set of drawings that incorporate all comments.

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STAFF CONTACT INFORMATION

Prepared by:

Kelly Dent, MPA

Planner

kdent@waxahachie.com

Reviewed by:

Shon Brooks, AICP

Director of Planning

sbrooks@waxahachie.com

ACTION SINCE INITIAL STAFF REPORT

At the Planning and Zoning Commission meeting held November 13, 2018, the Commission voted 5-1 to recommend denial of Case PD-18-0156.

Sundance Ridge Planned Development

Sundance Ridge will be a quality neighborhood based on SF1 made up of three lot types and various size custom homes. The minimum home size will be 2,000 and 2200 square feet depending on lot size with 40% of the driveways being side entry. All front entry garages will have wood or wood look facing or windows and enhanced architectural features related to the garage. Thirty-Six of the lots will be 16,000 square feet or larger matching the minimum size in SF1. The goal is these lots will support larger homes in the \$400,000 plus price range. The smaller lots with 70 and 80 front foot will be dispersed amongst the larger lots. These lots should support homes with a retail price range of \$270,000 to \$350,000. Many homeowners today are seeking larger homes on smaller lots with less landscape maintenance and these lot types meet their needs.

Sundance Ridge will be improved with several amenities that will be maintained by its HOA. These include a landscape entry on FM 664 which we have provided the city with our design. We also have planned to have a neighborhood play ground are on one of our three open space areas. In addition, we plan to have a linear natural trail and picnic areas as well as landscape open space. There is potential connection of one of our open space lots on the west end of our property to the future city regional park. The concept plan for Sundance Ridge shows total open space area of over 5 acres. We will be meeting with the Parks Department with our plan in regards to required park fees.

The density of Sundance Ridge is planned to be 157 buildable lots on about 60 acres which yields 2.6 lots per acre. The TIA we will have done for TxDot will address the density as it relates to traffic and required improvements to FM 664. In addition, we will work with the city engineering department on design of the connecting street to FM 664 at time of preliminary platting.

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EXHIBIT B

CONCEPT PLAN PROVISIONS

The purpose and intent of this Planned Development (PD) is to develop a single-family neighborhood. Any conditions found within the BASE ZONING DISTRICT (SF1) zoning district or Zoning Ordinance that are not written herein, shall default to the City of Waxahachie's Code of Ordinances, as amended.

Compliance with the City's Comprehensive Plan

Zoning District (SF1) is the intended base zoning classification underlying the PD. The Single-Family Residential-1(SF1) Residential Zoning District is intended provide for development of primarily single-family detached dwelling units on lots not less than 16,000 square feet.

PD District Development Standards

Description of Request

SF-1 to PD # 18-0156

Proposed Use of Property

Single-Family Residential

General Development Requirements

1.10 R-8, 400, R-10,000 and R-16,000 Single Family Residential

1.11 General Description: The Residential uses are intended to accommodate a variety of single family residential uses. The residential units will be comprised of Single Family Type I and Single Family Type II products. Development standards for each of the aforementioned housing types are outlined as follows.

1.12 Permitted Uses: Land uses permitted within the residential tract and further described on the Zoning Exhibit Development Plan shall be as follows:

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Residential units as described herein.

Private or public recreation facilities.

Churches/rectories.

Schools – public, private, or state accredited.

Parks, playgrounds and neighborhood recreation facilities and tennis courts.

Fire stations and public safety facilities

Real estate sales offices during the development and marketing of the Planned Development

Public streets and private streets

Electronic security facilities including gatehouse and control counter

Accessory buildings and uses customarily incidental to the permitted uses

Temporary buildings and uses incidental to construction work on the premises, which shall be removed upon completion

SECTION 2

Lot Development Regulations

The following regulations apply to each tract as specified below:

2.00 R-8,400, R-10,000 and R-16,000 Single Family Residential

2.01 Minimum Dwelling Size: The minimum floor area, exclusive of garages, breezeways and porticos, for single family residential units shall be:

R-8,400 – 2,000 square feet (TYPE 1)

R-10,000 – 2,000 Square feet (TYPE 1)

R-16,000-2,200 Square feet (TYPE 2)

2.02 Single-Family Type R-8, 400: Single-family Type R-8,400 units are a form of single family, detached housing. This residential type will consist of building units and lots described in section 2.01 and below having access and frontage on a public or private street with front entry garages. Should

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private streets be desired, the ownership and maintenance responsibility shall be the Homeowners Association. Building and area requirements are as follows:

2.02.1 Lot Area: The minimum area of any lot shall be seven thousand four hundred (8,400) square feet.

2.02.2 Lot Coverage: In no case shall more than fifty (50%) percent of the total lot area be covered by the combined area of the main buildings and accessory buildings, Swimming pools, spas, deck, patios, driveways, walks, and other paved areas shall not be included in determining maximum lot coverage.

2.02.3 Lot Width: The minimum width of any lot shall not be less than seventy (70) feet at the building line, except that lots at the terminus of a cul-de-sac or along street elbows/eyebrows may have a minimum width of fifty-five (55) feet at the building line: provided all other requirements of this section are fulfilled.

2.02.4 Lot Depth: The minimum depth of any lot shall be one hundred ten (120) feet, except that lots at the terminus of a cul-de-sac or along street elbows/eyebrows may have a minimum lot depth, measured at mid-point on front and rear lot lines, of ninety (90) feet; provided all other requirements of this section are fulfilled.

2.02.5 Front Yard: The minimum depths of the front yard shall be twenty-five (25) feet, including front entry garages, "J" swing garages will be allowed. The minimum depth of the front yard shall be twenty (20) feet to the garage face of a "J" swing garage. Unenclosed front porches, roof eaves, chimneys and other similar architectural elements may extend a maximum of four (4) feet into the front yard except that no portion of a structure including roof eaves may encroach into any utility easement.

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2.02.6 Side Yard: The minimum side yard on each side of a lot shall be five (5) feet. No portion of a structure including roof eaves may encroach into any utility easement.

2.02.7 Rear Yard: The minimum depth of the rear yard shall be fifteen (15) feet. No portion of a structure including roof eaves may encroach into any utility easement.

2.03 Single-Family Type R-10,000: Single-Family Type R-10,000 units are a form of single family, detached, housing. The residential type will consist of smaller units and lots, having access and frontage on a public or private street, should private streets be desired, the ownership and maintenance responsibility shall be the Homeowners Association. Building and area requirements are as follows.

2.03.1 Lot Area: The minimum area of any lot shall be ten thousand (10,000) square feet

2.03.2 Lot Coverage: In no case shall more than fifty (50%) percent of the total lot area be covered by the combined area of the main buildings and accessory buildings, Swimming pools, spas, deck, patios, driveways, walks, and other paved areas shall not be included in determining maximum lot coverage

2.03.3 Lot Width: The minimum width of any lot shall not be less than seventy-five (80) feet at the building line, except that lots at the terminus of a cul-de-sac or along street elbows/eyebrows may have a minimum width of sixty-five (65) feet at the building line: provided all other requirements of this section are fulfilled.

2.03.4 Lot Depth: The minimum depth of any lot shall be one hundred twenty (120) feet, except that lots at the terminus of a cul-de-sac or along street elbows/eyebrows may have a minimum lot depth, measured at mid-point on front and rear lot lines, of ninety (90) feet; provided all other requirements of this section are fulfilled.

2.03.5 Front Yard: The minimum depths of the front yard shall be twenty-five (25) feet, including front entry garages, "J" swing garages will be allowed. The minimum depth of the front yard shall be twenty (20) feet to the garage face of a "J" swing garage. Unenclosed front porches, roof eaves, chimneys and other similar architectural elements may extend a maximum of four (4) feet into the front yard except that no portion of a structure including roof eaves may encroach into any utility easement.

2.03.6 Side Yard: The minimum side yard on each side lot a lot shall be seven (7) feet. No portion of a structure including roof eaves may encroach into any utility easement.

2.03.7 Rear Yard: The minimum depth of the rear yard shall be fifteen (15) feet. No portion of a structure including roof eaves may encroach into any utility easement.

2.03.8 Building Height: Buildings shall be a maximum of two and one-half (2 ½) stories.

2.03.9 Garage Orientation: Fifty (50) percent of all R-10,000 lots shall be side or rear entry with the balance of R-10,000 lots being front entry. Front entry garages will have the same requirements as R-8,400 lots. Split garage doors will not be required on two car side entry garages.

Single-Family Type **R-16,000** will consist of dwelling units of 2,200 square feet as currently stated in SF1 Zoning District. The minimum front yard shall be changed to 30 feet from 40 feet. The minimum side yard shall be changed to 10 feet from 15 feet. All of the garage fronts shall be side entry for these lots. Split garage doors are not required for two car garages.

SECTION 3 Landscape Regulations

All Planned Development districts shall be subject to the requirements of the Landscape Ordinances of the City of Waxahachie Code or Ordinances along with additional regulations listed below:

Street Trees: A minimum of one (1) street tree shall be required on all residential lots within the street parkway. Street Trees shall measure 3 inches in caliper at the time of planting. Suitable Street Trees shall be from the following list:

Bald Cypress	Cedar Elm
Pecan	Chinese Pistachio
Bradford Pear	Bur Oak
Texas Sophora	Shumard's Oak
Sweet Gum	Deciduous Holly
Live Oak	Red Oak

Street Trees shall not be located in any on the following areas:

- a. Within an area that the mature canopy of the tree will interfere with overhead utility lines.
- b. Within an area that the mature root zone of the tree will interfere with underground public utility lines (including water lines, sewer lines, transmission lines or other utilities).
- c. Within ten (10) feet of a fire hydrant; or
- d. Closer than thirty-five (35) feet to any street corner, measure from the point of nearest intersection curbs or curb lines.

A twenty (20) foot wide strip of property devoted to landscaping shall be located adjacent to the west right-of-way line of FM 664. These areas shall be landscaped with trees identified on the preferred tree list.

- a. Detailed planting plans shall be submitted at the time of site plan and preliminary plat review and subject to approval by the City of Waxahachie.
- b. Landscape areas shall be equipped with permanent irrigation systems.
- c. Public sidewalks shall be permitted with in landscape areas
- d. Visibility triangles, as required by the Waxahachie Zoning Ordinance shall be maintained at all driveway and street intersections
- e. Landscape areas shall be considered common areas. As such, installation, and perpetual maintenance shall be the responsibility of the property owners' association, the commercial property owner, or the multi-family property installation, watering, or other maintenance of the landscape areas established by this section

SECTION 4

Parking Regulations

All Planned Development districts shall be subject to the requirements of Appendix B Zoning Ordinances for Vehicle Parking Regulations of the City of Waxahachie Code or Ordinances along with regulations listed below:

- (1) Parking and driveway shall be permitted within all required yard areas and must be paved with concrete.
- (2) Handicapped parking shall be as set forth in the State of Texas Architectural Barriers Act.

R-8,400, R—10,000 and R-16,000 Single Family Residential

Additional parking requirements for single family residential tracts developed for single family use shall be as follows:

- a. Boat and RV parking are prohibited in front yard areas
- b. Minimum 2 car garage required

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- c. Driveway access shall be from streets and/or alleys
- d. Parking is only permitted on paved surfaces of concrete

SECTION 5

Architectural Development Standards

All buildings within all Planned Development Districts shall have an exterior finish of glass, stone, stucco, brick, tile, concrete, exterior wood and cementitious fiberboard products, or similar materials of any combination thereof. The use of wood as a primary, exterior building materials shall be limited to a maximum of twenty-five (25) percent of the total exterior wall surfaces. Construction of buildings shall be subject to the requirements of Building Regulations concerning Masonry Construction Standards of the City of Waxahachie Code of Ordinances along with additional regulations listed below:

R-8,400, R—10,000 and R-16,000 Single Family Residential

- (1) Design Elevations:** No house plan elevations may be repeated for a distance of four lots. Either on the same side or opposite side of the street
- (2) Roofs:** Residential structures shall have a minimum of 8/12 pitch roof on the primary front facing roof.
- (3) Chimneys:** All exterior chimneys shall be of either, stucco, stone or brick. NO siding of chimneys will be permitted
- (4) R-8,400 Residential Structures:** Shall have 2 different height plate limits and 3 offsets in the front elevation
- (5) R-10,000 Residential Structures:** Shall have 2 different height plate limits and 3 offsets in the front elevation
- (6) R-16,000 Residential Structures:** Shall have 2 different height plate limits and 3 offsets in the front elevations.
- (7) R-8400 Garage Orientation:** Shall have front entry garages approved for all lots. The garage door may be a single door as long as it is wood surfaced or wood like door. In addition, single metal garage doors with

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windows and hardware will be allowed. Split garage doors are not required if either of the elements described above are used.

[illegible]

[illegible]

[illegible]

[illegible]

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(15)



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ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING A ZONING CHANGE FROM SINGLE FAMILY-1 TO PLANNED DEVELOPMENT-SINGLE FAMILY-1 (PD-SF-1), WITH CONCEPT PLAN LOCATED WEST OF OVILLA ROAD AND NORTH OF US HIGHWAY 287 BUSINESS IN THE CITY OF WAXAHACHIE, ELLIS COUNTY, TEXAS, BEING 60.568 ACRES KNOWN AS A PORTION OF PROPERTY ID 180391 OF THE E. BELLOW AND E. HORTON SURVEYS, AND ORDERING THE CHANGING OF THE ZONING MAP THEREOF IN ACCORDANCE WITH SAID CHANGE.

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

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

WHEREAS, a proper application for a PD, with Concept Plan has been made in accordance with the zoning ordinances in the City of Waxahachie and said application has been assigned case number PD-18-0156. Said application, having been referred to the Planning and Zoning (P&Z) Commission for their final report, was recommended denial by the P&Z Commission for zoning change approval of the subject property from SF-1 to PD-SF-1, with Concept Plan; and

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

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

NOW, THEREFORE, this property is rezoned from SF-1 to PD-SF-1, with Concept Plan in order to facilitate development of the subject property in a manner that allows single family residential structures on the following property: a portion of Property ID 180391 of the E. Bellow and E. Horton Surveys, which is shown on Exhibit A, in accordance with the Concept Plan provisions attached as Exhibit B, the Site Plan attached as Exhibit C, the conceptual landscape plan as Exhibit D, and the Open Space Amenities Photo Packet attached as Exhibit E.

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

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

PASSED, APPROVED, AND ADOPTED on this _____ day of _____, 2018.

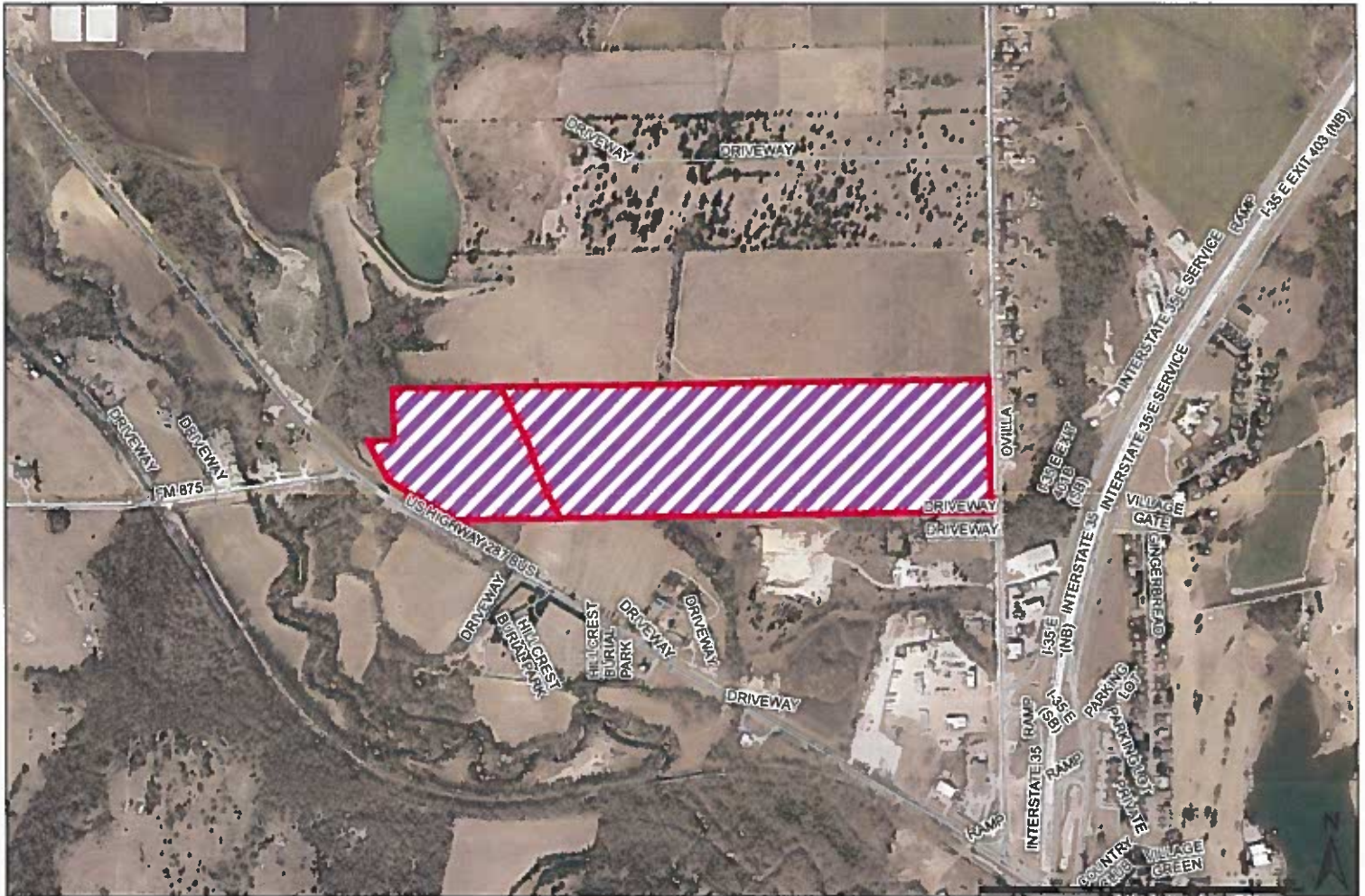
(16)

MAYOR

ATTEST:

City Secretary

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PD-18-0156 Sundance Ridge Location Exhibit

Legend

 PD-18-0156

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. This product has been produced by the City of Waxahachie for the sole purpose of geographic reference. No warranty is made by the City of Waxahachie regarding specific accuracy or completeness.



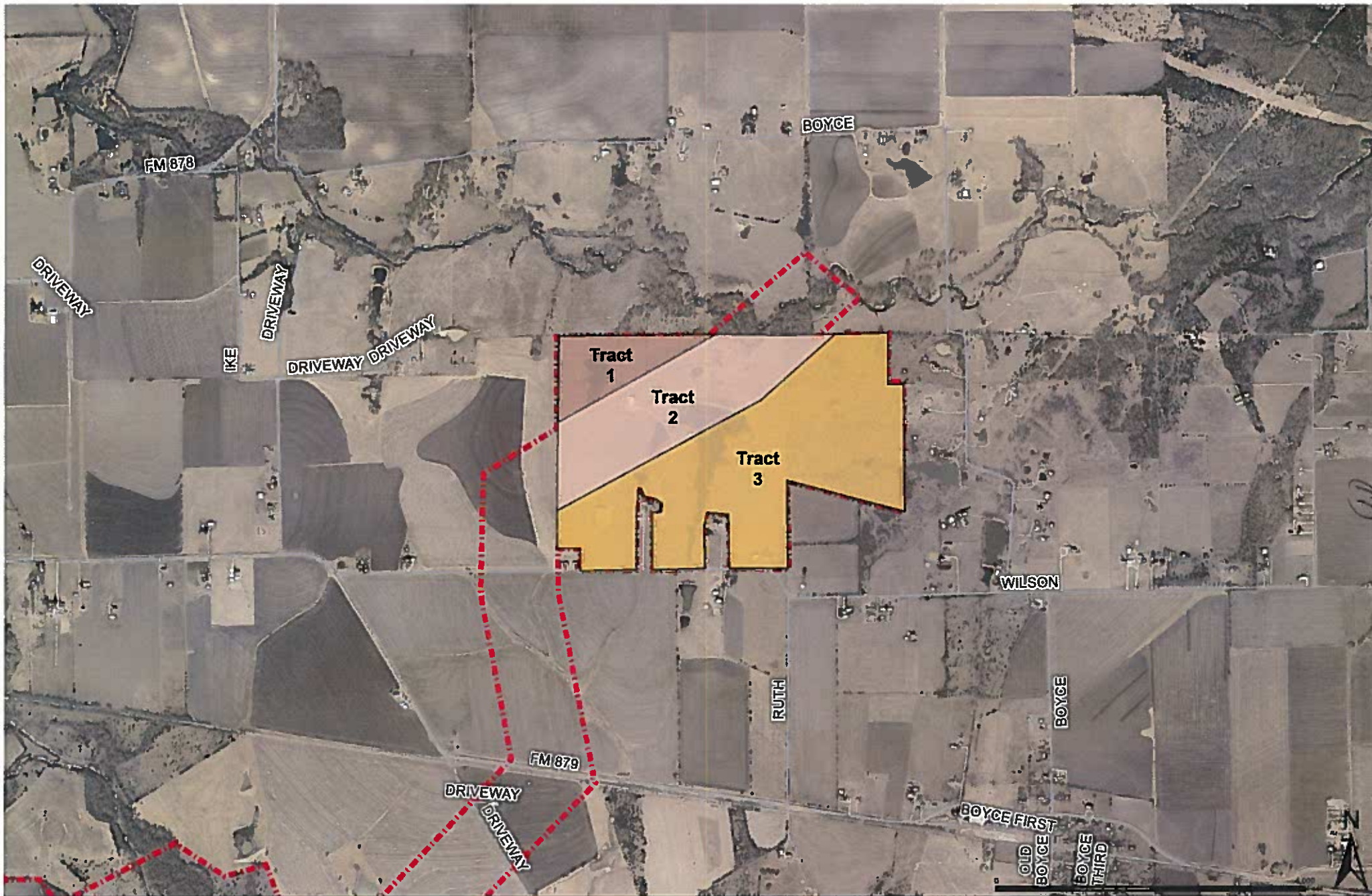
Memorandum

To: Honorable Mayor and City Council
From: Tommy Ludwig, Assistant City Manager
Thru: Michael Scott, City Manager
Date: November 16, 2018
Re: Disannexation of 429 Wilson Road

The City of Waxahachie has received a request for disannexation of land by Johnny Fussell at the approximate address of 429 Wilson Road. This request requires City Council consideration and adoption of the ordinance on this agenda only, a subsequent public hearing is not required for this request.

Tract 2 was part of an annexation process initiated by the City of Waxahachie in 2004 to extend the City's ETJ and serve as its jurisdiction to the future. In 2007, parcels 1 and 3 were voluntarily annexed and zoned to PD-SF1 to accommodate a residential development that was planned. The development did not occur and the land was subsequently sold to its current owner.

This land has been divided by the attached Location Exhibit into 3 tracts. Tracts 1 and 3 are requested to be disannexed. The total acreage of the 3 tracts is approximately 264 acres. With the disannexation of approximately 189 acres, the remaining portion within the City Limits is approximately 75 acres. This tract will maintain the contiguous areas within the City Limits, which establish the boundary for the City's Extra Territorial Jurisdiction. However, if disannexed, the City's current ETJ will be reduced by approximately 170 acres.

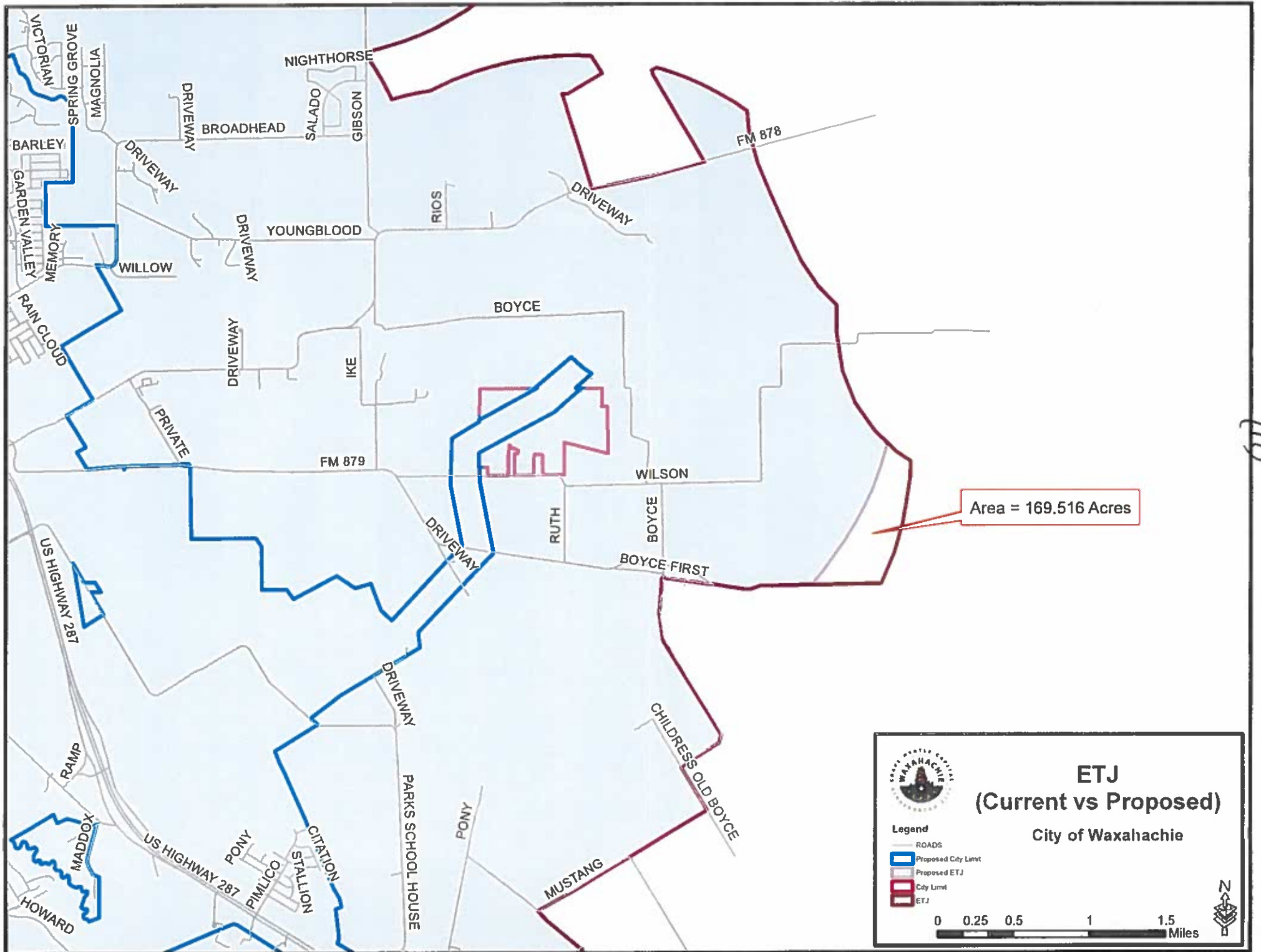


Disannexation - Fussell Tracts 1 & 3 Location Exhibit

Legend



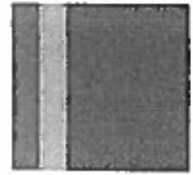
This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. This product has been produced by the City of Waxahachie for the sole purpose of geographic reference. No warranty is made by the City of Waxahachie regarding specific accuracy or completeness.



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(17)

FUQUEZ PROPERTY COMPANY NO. 105, LLC
439 WILSON ROAD, WAXAHACHIE, TX 75165
469-964-9375, john@qtechllc.com
Johnny Fussell, Member/Manager



SEPTEMBER 26, 2018

Mr. Shon Brooks,
Director of Planning
City of Waxahachie, Texas

Reference Property ID: 225651, Legal description: 5 J B & A Adams 263.615 Acres

Address: 429 Wilson Road, Waxahachie, TX 75165

Dear Mr. Brooks,

The approximately 264 acres has been split into three Tracts as per survey attached. Tract no. 2 is what the City had before it annexed Tract no. 1 and 3. I am requesting to have Tracts No. 1 and 3 de annexed from the city and keep Tract No. 2 in the city limits.

I have two personal houses on 5 acre tracts that are located on Wilson road the front boundary of my ranch. They are not in the city limits. All the property owned by others surrounding my ranch is not in the city.

I do not plan to develop this property nor do I expect to have city services for 20 years. I plan to build two more personal homes on my ranch at a later date. I don't think it is fair for me to pay city taxes for 20 years with no services from the city.

Your consideration of this matter will be greatly appreciated.

Sincerely,

A handwritten signature in black ink, appearing to read 'Johnny Fussell', with a large, stylized flourish extending to the right.

Johnny Fussell



(17)

ORDINANCE NO.

AN ORDINANCE PROVIDING FOR THE DISANNEXATION OF CERTAIN TRACTS OF LANDS SITUATED ON WILSON ROAD, AND BEING PART OF THE J. B. AND ANN ADAMS SURVEY, ABSTRACT NO. 5, AND THE F. WOODWARD SURVEY, ABSTRACT NO. 1129, WAXAHACHIE, ELLIS COUNTY, TEXAS, WITHIN THE BOUNDARY LIMITS OF THE CITY OF WAXAHACHIE AND SETTING AN EFFECTIVE DATE.

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

WHEREAS, the landowners of the herein described property have requested and petitioned in writing that the City disannex and exclude the property herein described; and,

WHEREAS, the City Council finds that those tracts are not suitable or necessary for City purposes, and the City Council finds that the public interest will be served by disannexing the property;

NOW THEREFORE, the following described tracts of land and territory are disannexed by the City of Waxahachie and are no longer included within the corporate limits of the City of Waxahachie, and that city services shall no longer be available in those areas:

All those certain lots, tracts or parcels of land situated in Ellis County, Texas, and being more particularly described on Exhibit "A", which is made a part hereof and attached hereto for all purposes.

This ordinance shall be effective thirty (30) days after passage.

PASSED, APPROVED AND ADOPTED on this the 19th day of November, 2018.

/s/ Kevin Strength
MAYOR

ATTEST:

/s/ Lori Cartwright
City Secretary

(17)

EXHIBIT A

**PROPERTY DESCRIPTION
27.216 ACRES – TRACT 1**

BEING A THAT TRACT OF LAND SITUATED THE J. ADAMS SURVEY, ABSTRACT NO. 5 AND THE F. WOODWARD SURVEY, ABSTRACT NO. 1120, ELLIS COUNTY, TEXAS, AND BEING A PORTION OF THAT TRACT OF LAND DESCRIBED IN DEED TO FUQUEZ PROPERTY COMPANY NO. 105, LLC, RECORDED IN VOLUME 2705, PAGE 685 OF THE OFFICIAL PUBLIC RECORDS OF ELLIS COUNTY, TEXAS (OPRECT), AND BEING ALL OF THAT TRACT OF LAND DESCRIBED AS TRACT TWO IN CITY OF WAXAHACHIE, TEXAS ORDINANCE 2418, AND BEING MORE PARTICULARLY DESCRIBED, AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID FUQUEZ PROPERTY TRACT AND SAID TRACT TWO, THE COMMON NORTHEAST CORNER OF THAT TRACT OF LAND DESCRIBED IN DEED TO KATHLEEN BOWEN, RECORDED IN VOLUME 2298, PAGE 105, OPRECT, SAME BEING IN THE SOUTH LINE OF THAT TRACT OF LAND DESCRIBED IN DEED TO FLOYD BATES, RECORDED IN VOLUME 1860, PAGE 54, OPRECT;

THENCE S 89°09'50" E, ALONG THE NORTH LINE OF SAID FUQUEZ PROPERTY TRACT AND SAID TRACT TWO, THE COMMON SOUTH LINES OF SAID BATES TRACT AND THAT TRACT OF LAND DESCRIBED IN DEED TO DANIEL MORTON, RECORDED IN VOLUME 1634, PAGE 168, OPRECT AND THAT TRACT OF LAND DESCRIBED IN DEED TO VETERANS LAND BOARD, RECORDED IN VOLUME 1212, PAGE 694, OPRECT, A DISTANCE OF 2069.33 FEET TO THE NORTH LINE OF THE CITY OF WAXAHACHIE, TEXAS ORDINANCE NO. 2338, OPRECT AND THE COMMON SOUTH LINE OF SAID CITY OF WAXAHACHIE, TEXAS ORDINANCE 2417, SAME BEING THE SOUTHEAST CORNER OF SAID VETERANS LAND BOARD TRACT AND THE COMMON SOUTHWEST CORNER OF THAT TRACT OF LAND DESCRIBED IN DEED TO JOHN JORDAN, RECORDED IN VOLUME 1266, PAGE 246, OPRECT;

THENCE S 61°42'08" W, OVER AND ACROSS SAID FUQUEZ PROPERTY TRACT AND ALONG SAID COMMON CITY ORDINANCE, A DISTANCE OF 2353.52 FEET TO THE WEST LINE OF SAID FUQUEZ PROPERTY TRACT AND SAID TRACT TWO, AND THE COMMON EAST LINE OF SAID BOWEN TRACT;

THENCE N 00°09'27" E, ALONG SAID COMMON LINE, A DISTANCE OF 1145.89 FEET TO THE POINT OF BEGINNING, AND CONTAINING 27.216 ACRES OF LAND, MORE OR LESS.

"THIS DOCUMENT WAS PREPARED UNDER 22 TAC §863.21, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED."

(17)

EXHIBIT A

PROPERTY DESCRIPTION
75.457 ACRES – TRACT 2

BEING A THAT TRACT OF LAND SITUATED THE J. ADAMS SURVEY, ABSTRACT NO. 5, AND BEING A PORTION OF THAT TRACT OF LAND DESCRIBED IN DEED TO FUQUEZ PROPERTY COMPANY NO. 105, LLC, RECORDED IN VOLUME 2705, PAGE 685 OF THE OFFICIAL PUBLIC RECORDS OF ELLIS COUNTY, TEXAS (OPRECT) AND ALL OF THAT TRACT OF LAND DESCRIBED IN CITY OF WAXAHACHIE, TEXAS ORDINANCE 2338, AND BEING MORE PARTICULARLY DESCRIBED, AS FOLLOWS:

BEGINNING AT A POINT IN THE WEST LINE OF SAID FUQUEZ PROPERTY TRACT AND THE COMMON EAST LINE OF THAT TRACT OF LAND DESCRIBED IN DEED TO KATHLEEN BOWEN, RECORDED IN VOLUME 2298, PAGE 1005, OPRECT, SAME BEING IN THE SOUTH LINE OF SAID CITY OF WAXAHACHIE, TEXAS ORDINANCE 2338 AND THE COMMON NORTH LINE OF THAT TRACT OF LAND DESCRIBED AS TRACT 1 IN CITY OF WAXAHACHIE, TEXAS ORDINANCE 2418, FROM WHICH THE WEST MOST SOUTHWEST CORNER OF SAID FUQUEZ PROPERTY TRACT AND THE COMMON NORTHWEST CORNER OF THAT TRACT OF LAND DESCRIBED IN DEED TO BRETT HESS, RECORDED IN VOLUME 2302, PAGE 2358, OPRECT BEARS S 00°09'27" W, A DISTANCE OF 477.25 FEET;

THENCE N 00°09'27" E, ALONG THE WEST LINE OF SAID FUQUEZ PROPERTY TRACT AND THE COMMON EAST LINE OF SAID BOWEN TRACT, AND OVER AND ACROSS SAID CITY OF WAXAHACHIE, TEXAS ORDINANCE 2338, A DISTANCE OF 1135.72 FEET TO THE NORTH LINE OF THE CITY OF WAXAHACHIE, TEXAS ORDINANCE NO. 2338 AND THE COMMON NORTH LINE OF THAT TRACT OF LAND DESCRIBED AS TRACT 2 IN CITY OF WAXAHACHIE, TEXAS ORDINANCE 2418;

THENCE N 61°42'08" E, OVER AND ACROSS SAID FUQUEZ PROPERTY TRACT AND ALONG THE NORTH LINE OF SAID CITY OF WAXAHACHIE, TEXAS ORDINANCE NO. 2338 AND THE COMMON SOUTH LINE OF SAID TRACT 2, A DISTANCE OF 2353.52 FEET TO THE NORTH LINE OF SAID FUQUEZ PROPERTY TRACT, SAME BEING THE SOUTHEAST CORNER OF THAT TRACT OF LAND DESCRIBED IN DEED TO VETERANS LAND BOARD, RECORDED IN VOLUME 1212, PAGE 694, OPRECT AND THE COMMON SOUTHWEST CORNER OF THAT TRACT OF LAND DESCRIBED IN DEED TO JOHN JORDAN, RECORDED IN VOLUME 1266, PAGE 246, OPRECT;

THENCE S 89°09'50" E, ALONG THE NORTH LINE OF SAID FUQUEZ PROPERTY TRACT AND THE COMMON SOUTH LINES OF SAID JORDAN TRACT AND OVER AND ACROSS SAID CITY OF WAXAHACHIE, TEXAS ORDINANCE 2338, A DISTANCE OF 872.34 FEET TO AN ANGLE POINT FOR CORNER;

THENCE S 89°47'42" E, CONTINUING ALONG SAID LINE AND OVER AND ACROSS SAID CITY OF WAXAHACHIE, TEXAS ORDINANCE 2338, A DISTANCE OF 368.37 FEET TO THE SOUTHEAST CORNER OF SAID JORDAN TRACT AND THE COMMON SOUTHWEST CORNER OF THAT TRACT OF LAND DESCRIBED IN DEED TO JOHN J. PRASLICKA, ET UX, RECORDED IN VOLUME 430, PAGE 511, OPRECT;

THENCE S 89°07'26" E, CONTINUING ALONG THE NORTH LINE OF SAID FUQUEZ PROPERTY TRACT AND THE COMMON SOUTH LINE OF SAID PRASLICKA TRACT AND OVER AND ACROSS SAID CITY OF WAXAHACHIE, TEXAS ORDINANCE 2338, A DISTANCE OF 253.13 FEET TO THE SOUTH LINE OF THE CITY OF WAXAHACHIE, TEXAS ORDINANCE NO. 2338 AND THE COMMON NORTH LINE OF SAID TRACT 1;

THENCE S 48°44'57" W, OVER AND ACROSS SAID FUQUEZ PROPERTY TRACT AND ALONG SAID COMMON CITY ORDINANCE LINE, A DISTANCE OF 1225.22 FEET TO A POINT FOR CORNER;

EXHIBIT A

THENCE S 61°42'08" W, CONTINUING OVER AND ACROSS SAID FUQUEZ PROPERTY TRACT AND ALONG SAID COMMON CITY ORDINANCE LINE, A DISTANCE OF 3007.32 FEET TO THE POINT OF BEGINNING, AND CONTAINING 75.457 ACRES OF LAND, MORE OR LESS.

"THIS DOCUMENT WAS PREPARED UNDER 22 TAC §663.21, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED."

(17)

EXHIBIT A

**PROPERTY DESCRIPTION
161.708 ACRES – TRACT 3**

BEING A THAT TRACT OF LAND SITUATED THE J. ADAMS SURVEY, ABSTRACT NO. 5, AND BEING A PORTION OF THAT TRACT OF LAND DESCRIBED IN DEED TO FUQUEZ PROPERTY COMPANY NO. 105, LLC, RECORDED IN VOLUME 2705, PAGE 685 OF THE OFFICIAL PUBLIC RECORDS OF ELLIS COUNTY, TEXAS (OPRECT) AND BEING A PORTION OF THAT TRACT OF LAND DESCRIBED AS TRACT TWO IN CITY OF WAXAHACHIE, TEXAS ORDINANCE 2418, AND BEING MORE PARTICULARLY DESCRIBED, AS FOLLOWS:

BEGINNING AT THE WEST MOST SOUTHWEST CORNER OF SAID FUQUEZ PROPERTY TRACT AND THE COMMON NORTHWEST CORNER OF THAT TRACT OF LAND DESCRIBED IN DEED TO BRETT HESS, RECORDED IN VOLUME 2302, PAGE 2358, OPRECT, SAME BEING IN THE EAST LINE OF THAT TRACT OF LAND DESCRIBED IN DEED TO KATHLEEN BOWEN, RECORDED IN VOLUME 2298, PAGE 1005, OPRECT, SAME BEING THE NORTHWEST CORNER OF SAID TRACT TWO AND THE COMMON SOUTH LINE OF THAT TRACT OF LAND DESCRIBED IN CITY OF WAXAHACHIE, TEXAS ORDINANCE NO. 2338;

THENCE N 00°09'27" E, ALONG THE WEST LINE OF SAID FUQUEZ PROPERTY TRACT AND SAID TRACT 1 AND THE COMMON EAST LINE OF SAID BOWEN TRACT, A DISTANCE OF 477.25 FEET TO THE SOUTH LINE OF THE CITY OF WAXAHACHIE, TEXAS ORDINANCE NO. 2338, OPRECT AND THE COMMON NORTH LINE OF SAID TRACT 1;

THENCE OVER AND ACROSS SAID FUQUEZ PROPERTY TRACT AND ALONG SAID COMMON CITY ORDINANCE LINE, AS FOLLOWS:

N 61°42'08" E, A DISTANCE OF 3007.32 FEET TO A POINT FOR CORNER;

N 48°44'57" E, A DISTANCE OF 1225.22 FEET TO THE NORTH LINE OF SAID FUQUEZ PROPERTY TRACT AND SAID TRACT 1 AND THE COMMON SOUTH LINE OF THAT TRACT OF LAND DESCRIBED IN DEED TO JOHN J. PRASLICKA, ET UX, RECORDED IN VOLUME 430, PAGE 511, OPRECT;

THENCE S 89°07'26" E, ALONG SAID COMMON LINE, A DISTANCE OF 736.40 FEET TO THE NORTH MOST NORTHEAST CORNER OF SAID FUQUEZ PROPERTY TRACT AND SAID TRACT 1 AND THE COMMON NORTHWEST CORNER OF THAT TRACT OF LAND DESCRIBED IN DEED TO AFSHIN DEHGHAN, RECORDED IN VOLUME 1810, PAGE 2023, OPRECT;

THENCE S 00°25'14" W, ALONG AN EAST LINE OF SAID FUQUEZ PROPERTY TRACT AND SAID TRACT 1 AND THE COMMON WEST LINE OF SAID DEHGHAN TRACT, A DISTANCE OF 648.39 FEET TO AN INTERIOR ELL CORNER OF SAID FUQUEZ PROPERTY TRACT AND SAID TRACT 1 AND THE COMMON SOUTHWEST CORNER OF SAID DEHGHAN TRACT;

THENCE S 88°56'47" E, ALONG AN EAST LINE OF SAID FUQUEZ PROPERTY TRACT AND SAID TRACT 1 AND THE COMMON SOUTH LINE OF SAID DEHGHAN TRACT, A DISTANCE OF 188.39 FEET TO THE EAST MOST NORTHEAST CORNER OF SAID FUQUEZ PROPERTY TRACT AND SAID TRACT 1 AND THE COMMON NORTHWEST CORNER OF THAT TRACT OF LAND DESCRIBED IN DEED TO LINDA GREENLY, RECORDED IN VOLUME 2346, PAGE 2354, OPRECT;

THENCE S 00°03'52" W, ALONG AN EAST LINE OF SAID FUQUEZ PROPERTY TRACT AND SAID TRACT 1 AND THE COMMON WEST LINE OF SAID GREENLY TRACT, A DISTANCE OF 538.90 FEET TO THE SOUTHWEST CORNER OF SAID GREENLY TRACT AND THE COMMON NORTHWEST CORNER OF THAT TRACT OF LAND DESCRIBED IN DEED TO CHIA LIEN WANG, RECORDED IN VOLUME 2637, PAGE 1395, OPRECT;

(17)

EXHIBIT A

THENCE S 00°00'25" W, CONTINUING ALONG AN EAST LINE OF SAID FUQUEZ PROPERTY TRACT AND SAID TRACT 1 AND THE COMMON WEST LINE OF SAID WANG TRACT, A DISTANCE OF 1115.06 FEET TO THE EAST MOST SOUTHEAST CORNER OF SAID FUQUEZ PROPERTY TRACT AND SAID TRACT 1 AND THE COMMON SOUTHWEST CORNER OF SAID WANG TRACT, SAME BEING IN THE NORTH LINE OF THAT TRACT OF LAND DESCRIBED IN DEED TO ALLEN R. SCHNEIDER, ET UX, RECORDED IN VOLUME 632, PAGE 702, OPRECT;

THENCE N 73°35'09" W, ALONG A SOUTH LINE OF SAID FUQUEZ PROPERTY TRACT AND SAID TRACT 1, A DISTANCE OF 1604.57 FEET TO A SOUTH CORNER OF SAID FUQUEZ PROPERTY TRACT AND SAID TRACT 1 AND THE COMMON NORTHWEST CORNER OF SAID SCHNEIDER TRACT;

THENCE S 00°02'49" E, ALONG A SOUTH LINE OF SAID FUQUEZ PROPERTY TRACT AND SAID TRACT 1 AND THE COMMON WEST LINE OF SAID SCHNEIDER TRACT, A DISTANCE OF 1158.90 FEET TO THE SOUTH MOST SOUTHEAST CORNER OF SAID FUQUEZ PROPERTY TRACT AND SAID TRACT 1 AND THE COMMON NORTHEAST CORNER OF THAT TRACT OF LAND DESCRIBED IN DEED TO W.L. WALLACE, ET UX, RECORDED IN VOLUME 1181, PAGE 803, OPRECT;

THENCE ALONG THE SOUTH LINE OF SAID FUQUEZ PROPERTY TRACT AND SAID TRACT 1, AS FOLLOWS:

N 89°35'05" W, A DISTANCE OF 771.22 FEET TO A POINT FOR CORNER;

N 00°42'43" W, A DISTANCE OF 679.28 FEET TO A POINT FOR CORNER, SAME BEING THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS THAT BEARS N 89°17'03" E, A DISTANCE OF 555.00 FEET TO A POINT FOR CORNER;

ALONG SAID CURVE HAVING A DELTA ANGLE OF 02°17'09", AN ARC LENGTH OF 22.14 FEET, A CHORD THAT BEARS N 00°25'37" E, AND A CHORD DISTANCE OF 22.14 FEET TO A POINT FOR CORNER;

N 84°36'43" W, A DISTANCE OF 238.27 FEET TO A POINT FOR CORNER;

N 79°02'02" W, A DISTANCE OF 40.19 FEET TO A POINT FOR CORNER;

S 10°35'02" W, A DISTANCE OF 176.72 FEET TO A POINT FOR CORNER;

S 00°25'09" W, A DISTANCE OF 555.36 FEET TO A POINT FOR CORNER;

N 89°35'05" W, A DISTANCE OF 629.60 FEET TO A POINT FOR CORNER;

N 00°24'55" E, A DISTANCE OF 739.91 FEET TO A POINT FOR CORNER;

S 89°50'34" E, A DISTANCE OF 89.73 FEET TO A POINT FOR CORNER, SAME BEING THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS THAT BEARS N 00°09'29" E, A DISTANCE OF 25.00 FEET;

ALONG SAID CURVE HAVING A DELTA ANGLE OF 85°46'52", AN ARC LENGTH OF 37.43 FEET, A CHORD THAT BEARS N 47°16'03" E, AND A CHORD DISTANCE OF 34.03 FEET TO A POINT FOR CORNER, SAME BEING THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS THAT BEARS S 85°37'21" E, A DISTANCE OF 550.00 FEET;

ALONG SAID REVERSE CURVE HAVING A DELTA ANGLE OF 02°23'16", AN ARC LENGTH OF 22.92 FEET, A CHORD THAT BEARS N 05°34'17" E, AND A CHORD DISTANCE OF 22.92 FEET TO A POINT FOR CORNER;

(17)

EXHIBIT A

N 06°45'53" E, A DISTANCE OF 76.32 FEET TO A POINT FOR CORNER;

N 54°14'41" W, A DISTANCE OF 99.55 FEET TO A POINT FOR CORNER;

N 76°58'31" W, A DISTANCE OF 153.11 FEET TO A POINT FOR CORNER;

N 23°24'29" W, A DISTANCE OF 105.90 FEET TO A POINT FOR CORNER;

N 73°39'52" W, A DISTANCE OF 34.82 FEET TO A POINT FOR CORNER;

S 05°30'17" W, A DISTANCE OF 321.21 FEET TO A POINT FOR CORNER;

S 00°24'55" W, A DISTANCE OF 739.75 FEET TO A POINT FOR CORNER;

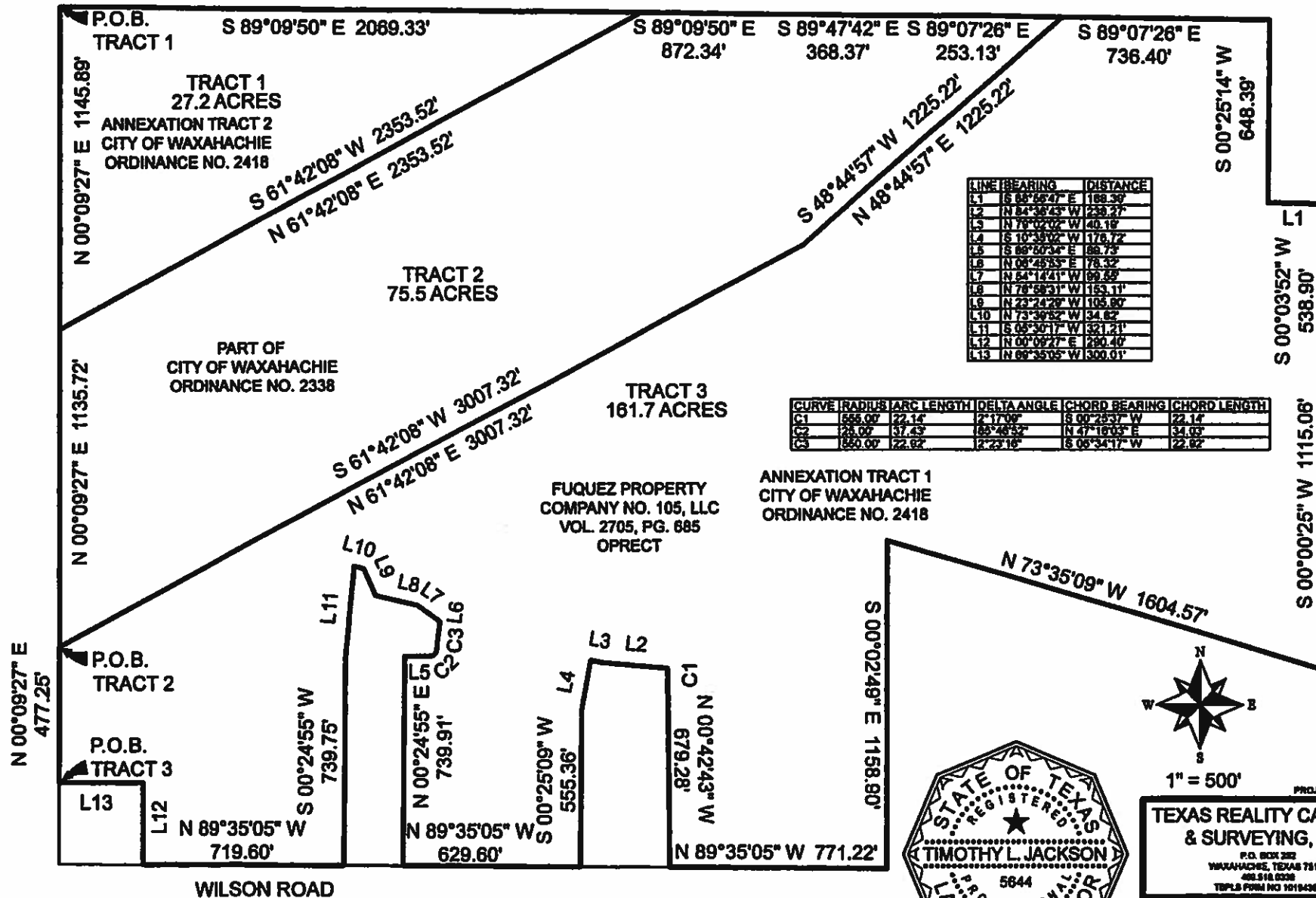
N 89°35'05" W, A DISTANCE OF 719.80 FEET TO A SOUTH CORNER OF SAID FUQUEZ PROPERTY TRACT AND SAID TRACT 1 AND THE SOUTHEAST CORNER OF SAID HESS TRACT;

THENCE N 00°09'27" E, ALONG A SOUTH LINE OF SAID FUQUEZ PROPERTY TRACT AND SAID TRACT 1 AND THE COMMON EAST LINE OF SAID HESS TRACT, A DISTANCE OF 290.40 FEET TO A SOUTH CORNER OF SAID FUQUEZ PROPERTY TRACT AND SAID TRACT 1 AND THE COMMON NORTHEAST CORNER OF SAID HESS TRACT;

THENCE N 89°35'05" W, ALONG A SOUTH LINE OF SAID FUQUEZ PROPERTY TRACT AND SAID TRACT 1 AND THE COMMON NORTH LINE OF SAID HESS TRACT, A DISTANCE OF 300.01 FEET TO THE POINT OF BEGINNING, AND CONTAINING 161.708 ACRES OF LAND, MORE OR LESS.

"THIS DOCUMENT WAS PREPARED UNDER 22 TAC §863.21, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED."

EXHIBIT "B"



"THIS DOCUMENT WAS PREPARED UNDER 22 TAC §603.21, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED."



TEXAS REALITY CAPTURE
& SURVEYING, LLC

P.O. BOX 382
WAXAHACHIE, TEXAS 75166
409.518.5338
TEPLS FORM NO 10194309

PROJECT NO. 1129

(117)

(18)



Memorandum

To: Honorable Mayor and City Council
From: Ricky Boyd, Fire Chief
Thru: Michael Scott, City Manager
Date: November 15, 2018
Re: AMR Contract

Mayor and Council,

I respectfully request your approval of a new Ambulance Services Contract with American Medical Response. The present contract with AMR ends on January 3, 2019. In coordination with the Cities of Red Oak and Ennis as well as Ellis County, we have negotiated a new contract with AMR during numerous meetings over the last several months. If approved, the proposed contract will begin on January 3, 2019 and run through January 3, 2021. It also includes provisions for an optional 2-year renewal.

The major changes in the proposed contract include:

- All AMR ambulances in the County will respond to both emergency and transfer calls for service (aka a blended response model). Previously, separate units responded to these calls. This was deemed to be inefficient by AMR. Since June 2018, we have allowed AMR to conduct a trial period using this new model which has proven to be successful.
- Since all ambulances will respond to both emergency and transfer calls, all units will be Type I. Previously, emergency units were Type I and transfer units were Type III.

(18)

- All new ambulances will be white instead of red. AMR was having a difficult time obtaining red units which caused them to continue to utilize several units that were constantly breaking down which proved detrimental to patient care.
- The two (2) AMR units stationed in Waxahachie will no longer be staffed with two (2) Paramedics and will instead be staffed with one (1) Paramedic and one (1) EMT like the rest of the County units. When AMR began services in 2016, their 2 Waxahachie units responded to 75% of the emergency calls in Waxahachie. However, that slowly declined to 55%. Therefore, we were paying for a better service that we were not actually receiving.
- We have included Clinical Outcomes and Dispatch Processing Time minimum requirements with penalties for failure to meet these standards in the proposed contract. The existing contract only includes requirements for Response Time minimums and penalties for failing to meet the minimum requirements (Response Time requirements and corresponding penalties remain in the proposed contract).
- The annual subsidy in the proposed contract for Waxahachie is \$142,167. The subsidy in the existing contract is \$169,223. While the subsidy for the other three (3) entities increased, ours decreased due to the staffing model change.

Thank you for your consideration in this matter.

Respectfully submitted,


Ricky Boyd, Fire Chief

(18)

Service Contract

With

AMR[®]

For

Ambulance Services



Ellis County Contract- City of Waxahachie

This Ambulance Services Contract ("Agreement") is made and entered into this 19th day of November, 2018 by and between the City of Waxahachie and American Medical Response Ambulance Service, Inc., a Delaware corporation ("AMR") for services to be provided collectively to the public entities of the Cities of Waxahachie, Ennis, and Red Oak as well as Ellis County (the "Entities").

- A. The Entities are political subdivisions of the State of Texas (the "State") with authority over the delivery of pre-hospital emergency medical services ("EMS") within their respective jurisdiction.
- B. AMR is a licensed provider of high quality EMS with the capability to provide EMS within the Entities.
- C. In order to ensure that residents and visitors within the Entities receive appropriate EMS when required as a result of injury or illness, the Governing Body (the "Governing Body") of the Entities desire to grant AMR the exclusive right to provide the specific EMS described herein, and AMR desires to provide such EMS, subject to the terms and conditions specified herein.
- D. While often mentioned collectively in this Agreement, each Entity and their respective Governing Body are separate and distinct from each other. Therefore, while it is the intent that each of the Entities act together, nothing in this Agreement shall be construed as to alter the powers of each separate Entity and their Governing Body to act independently of each other.

NOW, THEREFORE, in consideration of their mutual promises, the parties hereby agree as follows:

1. Exclusive Operating Area.

- 1.1 The Entities hereby grants AMR the exclusive right to provide the Services described in Appendix B (the "Services") within the service area specified in such Appendix A (the "Service Area"). All Primary PSAPs and communications facilities ("Communications Centers") authorized to receive emergency medical calls and/or to dispatch emergency ambulances within the Service Area shall direct such calls to AMR in accordance with the dispatch protocols ("Dispatch Protocols") agreed upon by AMR and the Entities. Subject to Section 1.2, the Entities shall not permit any other provider of ambulance services to respond to medical calls within the Service Area requiring emergency or non-emergency dispatch, regardless of whether such calls are placed through the 911 system or to a ten (10) digit number. The Entities shall require that all such emergency and non-emergency calls, including those received on ten (10) digit numbers, be routed to AMR.
- 1.2 Notwithstanding the foregoing, AMR may enter into subcontracts and mutual aid agreements with licensed ambulance providers as deemed necessary by AMR to insure adequate coverage throughout the Service Area. All subcontractors ("Subcontractors") shall meet the applicable requirements of this Agreement. The EMS Administrators shall have the ability to approve or disapprove subcontractors as mutual aid partners.

2. Ambulance Services.

- 2.1 AMR shall respond, or request that a mutual aid provider or Subcontractor respond, to all requests for Services within the Service Area from a Communications Center.
- 2.2 AMR shall respond to all requests for Services from a Communications Center using an MICU Ambulance. Each MICU Ambulance shall be staffed with two personnel, at least one

Ellis County Contract- City of Waxahachie

(1) of whom shall be licensed or certified as an Emergency Medical Technician-Paramedic ("Paramedic") and at least one of whom shall be licensed or certified at the level of EMT-Basic.

- 2.3 All ambulances used to provide Services (the "Ambulances") shall be licensed and equipped with all supplies and equipment required by State law, and shall be maintained in good working order in accordance with AMR's maintenance policies and procedures. The Ambulances shall also comply with the vehicle specifications set forth in Appendix F.
- 2.4 AMR shall perform its own dispatching. Calls received by the Primary PSAPs (Primary Public Safety Answering Points) within the Service Area shall be immediately transferred to AMR in accordance with the Dispatch Protocols as agreed upon by all parties. The Entities agree to allow AMR access to their established radio systems in order to complete EMS radio dispatch services for the Entities. However, all radio contact to and from AMR Dispatch and AMR ambulances shall be on their own channel. AMR shall provide all radio and connectivity equipment to ensure appropriate use of established radio system(s). AMR shall work collaboratively with the Entity's officials in the development of appropriate radio Dispatch Protocols.
- 2.5 AMR, its Ambulances and AMR Personnel shall comply with all federal, State and local laws. Without limiting the foregoing, all AMR personnel and Ambulances shall be fully licensed or certified as required by law and shall comply with all licensing, certification or other laws.
- 2.6 AMR shall perform the Services in accordance with prevailing standards of care in the ambulance industry. To help ensure maintenance of such standards, AMR shall operate a quality improvement program consistent with industry standards.
- 2.7 AMR shall perform the additional services specified in Appendix B.

3. Response Time Standards; Deployment.

This is a PERFORMANCE BASED agreement. AMR shall deploy a sufficient number of Ambulances necessary for it to substantially comply with the Response Time Standards set forth in Appendix G ("Response Time Compliance"). As a minimum, AMR shall provide for 192 total ambulance service hours per 24-hour period. In the event AMR's overall response time compliance in the aggregate is below ninety percent (90%) for any two (2) consecutive months, AMR shall deploy sufficient additional Ambulances to meet or exceed that level.

4. Term.

- 4.1 AMR shall commence providing services hereunder effective at 7:00 a.m. on January 3, 2019, and this Agreement shall continue in full force and effect for two (2) years through 7:00 a.m. on January 3, 2021 (the "Initial Term").
- 4.2 There shall be one (1) optional two (2) year renewal period following the Initial Term.
 - a. The renewal shall only be exercised if AMR is successful in meeting the Response Time Compliance standards in Appendix G and the Entities are satisfied with the services provided by AMR.

Ellis County Contract- City of Waxahachie

- b. The renewal shall only occur with written approval from the Entities which shall occur at least ninety (90) days prior to the end of the Initial Term. Failure of the Entities to provide a renewal letter shall serve as Notice of Nonrenewal.

5. Entity Considerations:

- 5.1 As part of the consideration of AMR's undertakings hereunder, the Governing Bodies of the Entities shall provide the following annual subsidies to AMR:

- a. The City of Waxahachie: \$142,167.00
- b. The City of Ennis: \$76,743.00
- c. The City of Red Oak: \$49,941.00
- d. The County of Ellis: \$120,641.00
- e. The subsidy of each Entity is payable in four (4) equal payments which shall be made by the tenth (10th) day of the month following the end of the quarter.

- 5.2 Subsidy Redetermination:

- a. A price redetermination may be considered by the Entities' Governing Bodies only on October 1st of each year of the Agreement. All requests for price redetermination shall be in written form, shall be submitted at least ninety (90) days prior to October 1st of each year and shall include supporting documentation.
- b. Requests for price redetermination shall be based on the percentage increase for the previous twelve (12) month period in the medical component of the Consumer Price Index (CPI) calculated to the next 1/19th of one percent (1%) of the South region for All Urban Consumers as published by the United State Department of Labor. For purposes of this Agreement, the Medical CPI shall not exceed an annual increase of three percent (3%).
- c. In order to receive consideration for a price redetermination, AMR must be in good standing, meet the minimum requirements of the Agreement, and be performing at or above the level of the Response Time Compliance standards.

- 5.3 The Cities of Waxahachie, Ennis and Red Oak shall provide medical first response at the BLS level with the local option to coordinate with the medical director to provide ALS ("First Responder Services"). Volunteer departments shall have the option of whether or not to participate in First Responder Services. As applicable, all professional, volunteer and combination departments shall comply with the requirements set forth in Appendix I.

6. Termination.

- 6.1 Notwithstanding Section 4, the Entities may terminate this Agreement in the event of material breach ("Material Breach") by AMR of this Agreement. Material Breach shall include:

- a. Failure to operate the system in a manner consistent with Federal, State and Local laws, rules and regulations;

Ellis County Contract- City of Waxahachie

- b. Failure to provide Services consistent with the prevailing standards of care in the ambulance industry, such that the continued delivery of such Services would pose a serious and imminent threat to the health and safety to the residents of the Service Area;
- c. Failure to provide the data or access to records as required by this Agreement within ten (10) days of written notice by the Entities citing the relevant section of this Agreement;
- d. Intentionally supplying misleading information with regard to records, documents, dates or time kept for the purpose of determining AMR's performance under the terms of this Agreement. Upon detection of accidental or unintentional error, AMR shall notify the Entities immediately;
- e. Continued failure of AMR, its employees, its agents, or its representatives to conduct themselves in a professional and courteous manner including professional appearance;
- f. Failure to substantially and consistently meet or exceed the response time standards and/or the various clinical standards provided for in the Agreement;
- g. Failure to maintain equipment in accordance with manufacturer or industry maintenance practices as outline in the Agreement;
- h. Failure to furnish key personnel of quality and experience;
- i. Failure to submit scheduled or ad hoc reports, or other information;
- j. Making an assignment for the benefit of creditors; filing a petition for bankruptcy; being adjudicated insolvent or bankrupt; petitioning by custodian, receiver or trustee for a substantial part of its property; or commencing any proceeding relating to it under the bankruptcy, reorganization arrangements, readjustment of debt, dissolution or liquidation law or statute;
- k. Failure to maintain insurance requirements or provide timely notification of policy changes;
- l. Any other failure of performance required in the Agreement which is determined to constitute an endangerment to public health and safety, or not be in the best interest of the Entities;
- m. Failure to pay penalties within the requirements of the Agreement;
- n. Failure to maintain any type of license, permit, or certification required by law in order to fulfill the requirements of the Agreement or in order to avoid fines and penalties imposed by law;
- o. Persistent and repeated failures of AMR to comply with any of the performance requirements;
- p. Continued failure to comply with any other material provision of this Agreement.

Ellis County Contract- City of Waxahachie

- 6.2 As a condition precedent to termination by the Entities, the Entities shall provide AMR with no less than thirty (30) days' advance written notice citing, with specificity, the basis for the Material Breach (the "Breach Notice"). In the event AMR shall have cured the Material Breach within such thirty (30) days' period, or such longer period as may be specified in the Breach Notice, this Agreement shall remain in full force and effect. In the event the Entities reasonably deem AMR to remain in Material Breach as of the end of the notice period specified in the Breach Notice, the Entities shall provide AMR with a notice of termination ("Termination Notice") setting forth the specific reasons the Entities believe AMR remains in Material Breach and the effective date of termination ("Termination Date"), which shall be no less than thirty (30) days from the date of the Termination Notice.
- 6.3 AMR may appeal the Breach Notice or Termination Notice by filing a notice of appeal ("Appeal Notice") with the Governing Body(ies) of the Entity(ies) at least twenty (20) days prior to the Termination Date. Following receipt of such Appeal Notice, the Governing Body(ies) shall hold a hearing as soon as reasonably practicable, in which AMR shall be entitled to contest the Breach Notice and/or Termination Notice, as the case may be. The Governing Bodies may affirm or reverse the Breach or Termination Notice, or may provide AMR with additional time within which to cure the Material Breach. Notwithstanding Section 6.2, this Agreement shall remain in effect until the Governing Body(ies) has issued a written decision following the appeal. The written decision of the Governing Body(ies) shall be binding on the parties. Notwithstanding the foregoing, nothing herein shall impair the rights of either party to seek damages or such other relief as may be available under applicable law in a court of competent jurisdiction.
- 6.4 AMR shall post a performance bond in the amount of five hundred thousand (\$500,000) to each Entity to secure its performance hereunder. Such performance bond may consist of either a surety bond issued by a licensed insurer or surety or a letter of credit issued by a licensed bank. In the event of termination by the Governing Body(ies) due to Material Breach by AMR, the Governing Body(ies) shall be entitled to draw on such performance bond.
- 6.5 AMR may terminate this Agreement with or without cause upon one hundred eighty (180) days' written notice to the Entities. Termination with a shorter period of notification shall result in reimbursement of five hundred thousand dollars (\$500,000) to each Entity.
- 6.6 In the event of termination by either party for any reason, or of expiration of this Agreement, AMR shall cooperate with the Entities and with the successor provider to help ensure a smooth transition.

7. Billing and Payment.

- 7.1 AMR shall be solely entitled to perform, and responsible for performing, billing of patients and third party payers for EMS Transport Services provided hereunder. The Entities shall not bill, or permit any other party to bill patients or third party payers, for EMS, including but not limited to transport, first response or dispatch services provided in connection with an Emergency Call.
- 7.2 AMR shall comply with all applicable laws governing billing and collection, including but not limited to laws and regulations applicable to patients covered by Medicare, Medicaid, Tricare and other public or private reimbursement programs.

Ellis County Contract- City of Waxahachie

- 7.3 AMR shall further comply with the rate requirements set forth in Appendix J. The Entities agree to increase such rates on an annual basis in an amount equal to any increase in the Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. City Average, average of "Medical Care" and "Transportation" Major Groups (or any successor indices). Further, AMR may request an additional increase based on cost factors such as unexpected or unusual increases in the cost of fuel, supplies or labor, or new regulatory or patient care standards. Such requests shall be supported by credible documentation.

8. Records.

- 8.1 AMR shall maintain accurate books, documents and records reflecting the Services provided and all bills or claims submitted to patients or third party payers. All such records should be prepared and maintained in accordance with applicable law, including but not limited to the Health Insurance Portability and Accountability Act of 1996 and applicable regulations promulgated thereunder ("HIPAA").
- 8.2 Subject to all applicable laws and regulations, the Entities shall be entitled to review and inspect such records to the extent necessary to ensure compliance with the terms of this Agreement. Any such review or inspection shall occur at AMR's premises, during regular business hours, upon not less than two (2) full business days' advanced written notice.

9. Mutual Cooperation.

- 9.1 The parties shall fully cooperate with each other to assist AMR in the performance of this Agreement.
- 9.2 Each party shall designate a primary liaison who shall be the primary point of contact for the other party in connection with the performance of this Agreement. In the event either party is dissatisfied with the other party's conduct or performance related to this Agreement, the primary liaison for each party shall meet and confer, with such other personnel as they may deem appropriate, in order to informally resolve such issue, if possible.
- 9.3 AMR shall transport any professional or volunteer Fire Department or Police Department personnel who are injured in the line of duty at no charge to any of the Entities or the injured person.

10. Insurance.

Each party shall maintain, throughout the term of this Agreement, the insurance coverage specified in Appendix K. Each party shall furnish to the other certificates evidencing such coverage prior to the effective date hereof, and each party shall endeavor to provide no less than thirty (30) days' advance written notice to the other party prior to the diminution or cancellation of such coverage.

11. Indemnification.

Each party (the "Indemnitor") shall indemnify, defend and hold the other, and its employees and agents (collectively the "Indemnitee") harmless against any claims, liability, losses or damages (collectively "Claims"), incurred by the Indemnitee which arise from any breach of this Agreement or any negligent, intentional or other tortious act or failure to act of the Indemnitor related to the performance of this Agreement. This provision shall survive the termination of this Agreement.

Ellis County Contract- City of Waxahachie

The Indemnitee agrees to promptly notify the Indemnitor of any Claim against it which it expects to give rise to a duty of indemnity by the Indemnitor.

12. **Dispute Resolution.**

- 12.1 All disputes which in any manner arise out of or relate to this Agreement or the subject matter thereof, shall be resolved exclusively by binding arbitration in accordance with the provisions of this section and the Commercial Arbitration Rules of the American Arbitration Association.
- 12.2 There shall be one (1) arbitrator.
- 12.3 If the parties shall fail to select a mutually acceptable arbitrator within ten (10) days after the demand for arbitration is mailed, a single arbitrator shall be selected in accordance with the Commercial Arbitration rules of the American Arbitration Association.
- 12.4 The parties shall have the rights of discovery as provided for by applicable Texas law.
- 12.5 Arbitration shall take place in Texas, unless the parties otherwise agree.
- 12.6 Notwithstanding the foregoing, because time is of the essence of this Agreement, the parties specifically reserve the right to seek a judicial temporary restraining order, preliminary injunction, or other similar short term equitable relief, and grant the arbitrator the right to make a final determination of the parties' rights, including whether to make permanent or dissolve such court order. Further, nothing herein shall be construed as requiring arbitration of claims brought by patients or other third parties.

13. **Miscellaneous Provisions.**

- 13.1 Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated: (a) by personal delivery, when delivered personally; (b) by overnight courier, upon written verification of receipt; (c) by facsimile transmission, upon acknowledgment of receipt of electronic transmission; or (d) by certified or registered mail, return receipt requested, upon verification of receipt. Notice shall be sent to the following addresses:

If to City of Waxahachie:

City of Waxahachie
Attn: City Manager
401 S. Rogers Street
Waxahachie, TX 75165

With Mandatory Copy to:

Waxahachie Fire-Rescue
Attn: Fire Chief
407 Water Street
Waxahachie, TX 75165

If to AMR:

General Manager
American Medical Response
4099 McEwen Avenue, Suite 200
Farmers Branch, Texas 75244

With Mandatory Copy to:

Law Department
American Medical Response, Inc.
6363 S Fiddler's Green Circle, 14th Floor
Greenwood Village, Colorado 80111

Ellis County Contract- City of Waxahachie

- 13.2 AMR shall maintain compliance with the Texas Administrative Code, Chapter 157 Emergency Medical Care.
- 13.3 This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.
- 13.4 This Agreement (including the Appendixes and any attachments thereto, which are incorporated herein by this reference) constitutes the entire Agreement between the parties with respect to the subject matter hereof, superseding all prior oral and written agreements with respect thereto, and no amendment shall be valid unless it is documented in a written instrument duly executed by the party or parties making such amendment. Notwithstanding the foregoing, the parts of AMR's proposal to the Entities listed in Exhibit 13.4 are deemed incorporated into this Agreement; provided, however, that in the event of any conflict between the other provisions of this Agreement and the parts of such Proposal incorporated herein, the other provisions of this Agreement shall be deemed to control.
- 13.5 AMR agrees not to differentiate or discriminate in its provision of Services to patients because of race, color, national origin, ancestry, religion, sex, marital status, sexual orientation, disability or age.
- 13.6 Nothing in this Agreement shall be construed to confer upon any person, any remedy or claim as third-party beneficiaries or otherwise. No waiver of any breach of any provision of this Agreement shall be deemed a waiver of any preceding or succeeding breach. No extension of time for performance of any obligations or acts shall be deemed an extension of the time for performance of any other obligations or acts.
- 13.7 Neither party may assign this Agreement nor any rights hereunder, nor may they delegate any of the duties to be performed hereunder without the prior written consent of the other party, except as provided in Section 1.2 herein. This Agreement shall be binding upon, and shall inure to the benefit of, the parties to it and their respective legal representatives, successors and assigns.
- 13.8 The prevailing party in any arbitration or other action arising from this Agreement shall be awarded attorneys' fees and costs of all such arbitration or action.
- 13.9 It is not the intent of either party to this Agreement that any remuneration, benefit or privilege provided for under this Agreement shall influence or in any way be based on the referral or recommended referral by either party of patients to the other party or its affiliated providers, if any, or the purchasing, leasing, or ordering of any services other than specific services described in this Agreement. Any payments or other consideration specified in this Agreement are consistent with what the parties reasonably believe to be the fair market value for the services provided.
- 13.10 In the performance of this Agreement, each party hereto shall be, as to the other, an independent contractor and neither party shall have the right or authority, express or implied, to bind or otherwise legally obligate the other. Nothing contained in this Agreement shall be construed to constitute either party assuming or undertaking control or direction of the operations, activities or medical care rendered by the other. AMR and the administrative staff's of the Entities shall meet on a monthly basis to address issues of mutual concern related to the provision of Services and the parties' respective rights and obligations hereunder.

Ellis County Contract- City of Waxahachie

- 13.11 Each party shall comply with the privacy and security provisions of the Health Insurance Portability and Accountability Act of 1996 and the regulations thereunder ("HIPAA"). All Patient medical records shall be treated as confidential so as to comply with all state and federal laws.
- 13.12 AMR has made available to the Entities a copy of its Code of Conduct, Anti-kickback policies and other compliance policies, as may be changed from time-to-time, at AMR's web site, located at: www.amr.net, and the Entities acknowledge receipt of such documents. AMR warrants that its personnel shall comply with AMR's compliance policies, including training related to the Anti-kickback Statute.
- 13.13 Each party represents and certifies that neither it nor any practitioner who orders or provide Services on its behalf hereunder has been convicted of any conduct that constitutes grounds for mandatory exclusion as identified in 42 U.S.C. § 1320a-7(a). Each party further represents and certifies that it is not ineligible to participate in Federal health care programs or in any other state or federal government payment program. Each party agrees that if DHHS/OIG excludes it, or any of its practitioners or employees who order or provide Services from participation in Federal health care programs, the party must notify the other party within five (5) days of knowledge of such fact, and the other party may immediately terminate this Agreement unless the excluded party is a practitioner or employee who immediately discontinues ordering or providing Services hereunder.
- 13.14 Equal Employment Opportunity. If the provisions of Executive Order 11,246 are applicable to this Agreement, the parties incorporate the equal employment opportunity clause set forth in 41 C.F.R. part 60-1. If the provisions of Executive Order 13,201 are applicable to this Agreement, the parties incorporate the equal employment opportunity clause set forth in 29 C.F.R. part 470.
- 13.15 Each individual executing this Agreement on behalf of any party to this Agreement represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said party. This Agreement may be signed in counterparts.

(18)

Ellis County Contract- City of Waxahachie

IN WITNESS WHEREOF, each party hereto has caused the Agreement to be executed in its name as of the date first written above.

American Medical Response Ambulance Service, Inc.:

By: _____
Edward VanHorne, President and CEO
American Medical Response

City of Waxahachie:

By: _____
Michael Scott, City Manager
City of Waxahachie, Texas

By: _____
Lori Cartwright, City Secretary
City of Waxahachie, Texas

By: _____
Kevin Strength, Mayor
City of Waxahachie, Texas

By: _____
Robert Brown, City Attorney
City of Waxahachie, Texas

By: _____
Ricky Boyd, Fire Chief
City of Waxahachie, Texas

SERVICE AREA BOUNDRIES

[illegible]

(18)

Ellis County Contract- City of Waxahachie

APPENDIX B

PROVIDER SERVICES

Exclusive Provider

AMR shall have the exclusive right to provide, and shall provide, directly or through agreed upon Mutual Aid agreements, the following services within the Service Area:

AMR shall be the exclusive 9-1-1 ambulance provider for the Entities and shall be the exclusive inter-facility transport (“IFT”) provider for the Entities. The following are the only exceptions to the exclusivity agreement:

- a. An ambulance that is operated from outside the contracted area and transports any patient from a point of origin outside the contracted area to a destination inside the contracted area.
- b. An ambulance that is brought into the contracted area for the sole purpose of a drill or training exercise.
- c. Any ambulance rendering requested assistance to ambulances currently authorized by the Entities in cases of disaster or major emergency pursuant to provisions of a “mutual aid agreement” approved by the Entities.
- d. A hospital owned/operated pediatric/neonatal transport service with ambulances modified for pediatric/neonatal transport and staffed at least by a Registered Nurse.

Utilizing an exclusive provider shall ensure that transports in our area are provided by a provider who has demonstrated their qualifications, performance record and financial stability, thereby increasing the confidence of our citizens and healthcare facilities.

AMR shall arrive at the pick-up location for all emergent Inter-facility transfers within thirty (30) minutes of the mutually agreed upon pick-up time at a compliance rate of 90% and for all non-Emergency Inter-facility transfers within sixty (60) minutes of the mutually agreed upon pick-up time with a compliance rate of 90%. If compliance falls below 90% in either or both IFT categories, AMR shall pay assessments according to those which are described in Appendix G.

If AMR is unable to fulfill the time/distance obligation, they shall communicate directly with the requesting facility to assist in coordinating the arrangements of the transfer to fulfill the facility’s needs.

Operational Expectations

AMR shall provide and manage the delivery of emergency medical services. This Agreement shall be a performance contract, not level-of-effort contract; however, the following conditions are baseline expectations. AMR is highly encouraged to consider innovative methods to grow the service and exceed performance expectations.

Staffing

AMR is responsible for ensuring high-performance service through employing, managing, training and other personnel functions necessary to fulfill the terms of this Agreement. AMR shall maintain one (1) supervisor not assigned to an ambulance for the Service Area twenty-four (24) hours per day. AMR should

(18)

Ellis County Contract- City of Waxahachie

attempt to employ EMTs, Paramedics and clerical staff with local knowledge and experience. All reasonable efforts to employ EMTs and Paramedics with experience, knowledge and history of the Service Area should be considered first.

- a. The parties understand that the EMS System requires professional and courteous conduct at all times from AMR's field personnel, middle management, and top executives. AMR shall employ highly trained EMTs, Paramedics and support staff to provide patient care and to operate AMR's vehicles and equipment.
- b. Each EMT and Paramedic shall be physically capable of performing the tasks assigned by AMR, shall be clean in dress and person, and shall display their name and certification in an appropriate manner visible to the patient. During the performance of services described in this Agreement employees shall conform to the AMR's dress code which shall conform to DSHS guidelines.
- c. The parties understand that training and educational requirements change from time to time for EMTs and Paramedics as new protocols and medical treatments are approved by the EMS Medical Director. AMR agrees that the EMS Administrators may require additional training or education for EMTs and Paramedics for the benefit of patients receiving care under the Agreement. The cost of such training or education shall be the sole responsibility of AMR.
- d. AMR shall utilize reasonable work schedules and shift assignments that allow personnel to work no more than thirty-six (36) consecutive hours followed by a minimum of twelve (12) hours off duty. AMR shall utilize management practices that ensure that field personnel working extended shifts, part-time jobs, and voluntary or mandatory overtime are not exhausted to an extent that might impair judgment or motor skills.
- e. AMR shall provide working conditions that assist in attracting and retaining highly qualified personnel. AMR shall offer its employees a compensation and benefits package designed to attract and retain highly qualified field personnel and clerical personnel. Salary and benefits should be comparable to the same positions in the industry and surrounding counties.
- f. All AMR personnel shall be trained and receive certification as current level National Incident Management System (NIMS) compliant.
- g. AMR shall have in place a third party independent testing program for random drug screening of all personnel providing response under the Agreement. Further, AMR shall transport to a facility for testing any employee suspected to be using or under the influence of drugs or alcohol or other intoxicant, or have an agent of a testing facility come to the location of the employee to obtain a necessary sample. Any employee suspected of being under the influence of any drug or intoxicating substance shall be immediately relieved of duty until there is clinical proof to the contrary.
- h. AMR shall have a Standard Operating Procedure (SOP) that describes expectations, requirements, and practices of daily operations, and how complaints regarding level of care, response or employee action or inaction are handled. This SOP shall be given to the EMS Administrators at the beginning of the Agreement. Likewise, any updates must be given to the EMS Administrators immediately upon being implemented. AMR and the Entities shall work together to create policies that coincide and do not contradict each other.
- i. Complaints from the EMS Administrators directed at level of care, response or employee action or inaction shall be answered within forty-eight (48) hours to include actions taken (i.e. disciplinary action and other corrective measures).

Ellis County Contract- City of Waxahachie

- j. It shall be of the utmost importance that employees of AMR strive to gain proficient knowledge of the streets and highways in the coverage areas in order to choose the quickest, most direct route to the scene of an emergency.
- k. AMR shall provide a mechanism or approved method for monitoring driver performance for all ambulances providing service under the Agreement. The Entities are to be provided with reports on driver performance as requested by the EMS Administrators.
- l. AMR shall have staff available and a toll free phone number capable of discussing and resolving billing questions.
- m. System ambulances shall be staffed with a minimum of one (1) paramedic and one (1) EMT.
- n. AMR may not offer incentives by way of additional salaries or wages or compensated leave of absence to employees based upon the number of procedures performed or based upon mileage for the provision of ambulance transport.
- o. AMR shall ensure clinical performance consistent with Department of State Health Services (DSHS) and Medical Director Standards and implement reasonable changes accordingly.

Service Deployment Model:

This is a PERFORMANCE BASED agreement. AMR shall deploy a sufficient number of Ambulances necessary for it to substantially comply with the Response Time Standards set forth in Appendix G ("Response Time Compliance"). As a minimum, AMR shall provide for 192 total ambulance service hours per 24-hour period. In the event AMR's overall response time compliance in the aggregate is below ninety percent (90%) for any two (2) consecutive months, AMR shall deploy sufficient additional Ambulances to meet or exceed that level.

AMR shall comply with the response time requirements set forth in Appendix G.

AMR shall provide at least one (1) supervisor who is a Paramedic assigned to a quick response vehicle (QRV), twenty-four (24) hours a day, seven (7) days a week, who shall be available for immediate response to emergencies, deliver supplies and equipment to the ambulances, supervise AMR personnel on a daily basis and be on call if needed. The arrival of the QRV on scene shall stop the response time clock.

AMR shall make emergency services (as defined by NFPA standards) available to all persons within the Service Area.

Replacement of Ambulances:

When an ambulance is taken out of service for preventative or routine maintenance or repairs of any kind, another ambulance shall be put in place of the ambulance being taken out of service until such time as the other ambulance is returned to service. If the downtime of the unit shall be over four (24) hours, the EMS Administrators shall be notified of such and shall also be notified when a replacement unit is put in service in its place.

Patient Transport Considerations:

AMR shall provide emergency medical treatment and transport from the scene to the closest appropriate health facility based upon the chief complaint/illness/injury.

Ellis County Contract- City of Waxahachie

Patients and/or guardians have the right to request transport to a facility of their choice. However, it is the responsibility of the AMR staff to communicate to the patient and/or guardian the potential adverse effects on the outcome of the patient's condition if the requested hospital is not the closest, most appropriate facility to treat their condition. Once this is communicated, the patient and/or guardian retains the privilege of making the final decision of the hospital the patient shall be transported to as long as said hospital is within the Dallas/Ft. Worth metroplex.

When necessary, AMR shall utilize the closest available air ambulance, regardless of the provider of the air ambulance. The IC shall have the ability to bypass the nearest unit for clinically justified reasons. In this instance, the incident shall be automatically reviewed by representatives from both AMR and the EMS Administrators.

AMR agrees that for ambulance services provided to the Entities for patients in custody, such as transports after an arrest or transports to/from the jail facility, AMR agrees to charge the Entity only the Medicare rate current as of the date the service is provided. The Governing Body shall only be charged if the patient is not released and remains in the custody of the Entity's Police Department.

AMR shall apply for, secure, and renew all licenses, permits, certificates or similar government approvals which are or may be required by applicable law and shall provide copies of all such pertinent documents to the local EMS Administrators.

Subject to AMR's reasonable policies and procedures regarding same, AMR shall give authorization to Entity dignitaries and members of the Law Enforcement Departments to ride out as observers. Likewise, AMR shall permit members of the Entity and volunteer Fire Departments to ride out as interns. AMR's policies and procedures may address, among other things, the requirement of written waiver and indemnity agreements, dress codes, conduct codes and the like.

Mass Events / Proactive Preparedness:

AMR shall provide a standby ambulance and emergency medical personnel for standby upon request of the local EMS Administrators or the Governing Body at no additional charge to the areas when there is reason to believe a life threatening public emergency presently exists or is imminent in the Service Area which includes mass gathering events, inclement weather forecasts of snow, ice, thunderstorm warnings, and tornado warnings as well as structure fires, technical rescues, water rescues, and hazardous materials responses. This shall be within the guidelines approved by the EMS Administrators. The number of additional units shall be coordinated by AMR and the local EMS Administrators.

AMR shall participate in community disaster drills as requested by an Entity or local school district within AMR's resources and guidelines for such activities.

AMR shall ensure disaster readiness including strict compliance with the National Incident Management System (NIMS).

AMR shall comply with all adopted and approved Emergency Operations Plans or Successor Plans of the Entities. AMR shall participate in the Ellis County Local Emergency Planning Committee.

Radio Communication and Interoperability:

AMR shall be responsible for supplying vehicles, equipment and supplies, and mobile and portable radios that meet or exceed standards for interoperable communications with the Entities' First Responder

Ellis County Contract- City of Waxahachie

Organizations. AMR shall utilize industry standard radio communications, paging and alerting at all times. AMR shall be responsible for purchase, installation, repair and any replacement of AMR owned equipment.

AMR shall provide EMS (ambulance) dispatch services, including radio infrastructure, communications with First Responders and other emergency services. A communications plan must be coordinated with the EMS Administrators and the dispatch managers.

AMR shall provide capability to record all radio traffic and to record emergency and non-emergency telephone calls and other communications with AMR's dispatch center.

AMR shall supply and maintain fully operational vehicle and portable radios as required for it to perform hereunder. Radios shall have the ability to operate on frequencies used by all Entity First Responder Organizations. However, communications between AMR Dispatch and AMR ambulances shall be on an AMR frequency. Use of the frequencies of the Entities shall only be used by AMR when it is essential for interoperability during the response to an emergency.

Dispatch, Reporting, and Monitoring

AMR shall furnish all manpower and supervision for the operation of a centralized dispatch center. AMR shall provide sufficient certified personnel in the dispatch center at all times to allow prompt answering of all requests for emergency service.

- a. A third party or sub-AMR dispatching provider shall not be allowed without prior approval by the Entities.
- b. AMR shall receive calls for emergency ambulance service that are initially answered by a PSAP then transferred to AMR.
- c. AMR may receive calls from PSAP via telephone, radio, or other means.
- d. AMR must be capable of receiving TTY/TDD communications in accordance with Americans with Disabilities Act/Department of Justice requirements.
- e. AMR shall provide professional Emergency Medical Dispatch (EMD) with Medical Priority Dispatch System (MPDS) protocols and pre-arrival instructions using International Academies of Emergency Dispatch (IAED) certified Emergency Medical Dispatchers or other City approved national accredited program.
- f. AMR shall utilize accepted dispatch quality assurance programs and follow the compliance requirements of the IAED Accreditation Center of Excellence performance standards.
- g. AMR shall equip each 9-1-1 ambulance and QRV with automatic vehicle locating (AVL) equipment that is capable of being monitored by the dispatcher center of each Entity at all times.
- h. AMR shall utilize GIS software compatible with NCTCOG mapping data in order to expedite responses.
- i. AMR may use the most current map published by the GIS and Addressing Departments of each Entity. AMR shall be provided Bi-annual map updates by the GIS and Addressing Departments of each Entity.

Ellis County Contract- City of Waxahachie

- j. AMR shall have separate dispatch and field operations supervisors on duty at all times and shall be jointly responsible for posting assignments and other adjustments to field assignments.

Community Relations:

AMR is responsible for ensuring high-performance service through employing good business practices, community partnerships and customer service to fulfill the terms of this Agreement.

- a. Maintain and pay for Internet presence, telephone listings and/or advertising.
- b. Maintain and support superior working relationships with air medical transport providers, first responders, and law enforcement.
- c. Notify the Entity(ies) in a timely manner of all activities, issues, and policy/procedure modifications (internal and external) that may reasonably be expected to affect (positively or negatively) the Entity(ies).
- d. Participate in quarterly meetings, planning, and improvement with public safety partners.

Ellis County Contract- City of Waxahachie

APPENDIX C

OUTCOME-CENTERED PRE-HOSPITAL EMERGENCY CARE

AMR shall provide the following Ellis County Clinical Report to all four (4) Entities by the 10th day after the end of the respective month or quarter. The minimum acceptable standard for each portion is 90%. In the event AMR does not meet this standard, the provisions of Appendix H shall apply.

Ellis County Clinical Report	Jul-18	Aug-18	Sep-18	3rd QTR
Airway Management				
Total number of Airway management incidents				
Total number of advanced airway incidents				
Total number airways managed using PAI				
Percentage of advanced airways managed using PAI				
Total number successful ETT				
Total number ETT first attempt				
Percentage of first attempt success with ETT				
Number of incidents with ETT as first advanced airway successfully				
Number of incidents with King Airway as first advanced airway successfully				
Number of incidents that were managed with an alternate airway (BVM, OP, NP, King Airway on subsequent attempt, etc)				
Number of incidents where the patient was unable to be ventilated				
Number of airways confirmed with ETCO2				
Percentage of all advanced airways in which end tidal CO2 was used to confirm success initially				
Protocol Compliance				
Non-Transport Protocol Compliance				
Total number of Responses				
Total number of Patient Refusals				
Total number of Non-Transports protocol compliance				
Percentage of Non-Transports				
ACS				
Number of patients with a c/o chest pain				
Number of patients who received ASA per protocol				
Number of patients who received 12 Lead				
Percentage of patients who received ASA				
Percentage of patients who received 12 lead EKG				

Ellis County Contract- City of Waxahachie

Stroke				
Number of patients with suspected CVA/TIA				
Number of patients treated according to protocol				
Percentage of incidents demonstrating stroke protocol compliance				
Cardiac Arrest				
Total number of arrests				
Number of ROSC				
Percentage of patients with ROSC-medical				
STEMI				
Number of patients with suspected STEMI				
Number of patients with suspected STEMI received 12 Lead				
Number of patients transported to PCI capable facility				
Percentage of patients with suspected STEMI received 12 Lead capable facility				
Percentage of patients with suspected STEMI transported to PCT capable facility				
Trauma				
Total number of helicopter activations/ number of helicopter activations correctly triaged				
Total number of trauma patients transported LIGHTS/SIRENS				
Total number scene time <10 minutes				
Total number of patients with spinal motion restriction				
Total number of patients treated according to SMR protocol				
Percentage onscene time <10 min for LIGHTS/SIRENS trauma, non-entrapped patients				
Percentage of incidents demonstrating C spine immobilization protocol adherence for LIGHTS/SIRENS				
Skills				
Number of patients received IV				
Number of patients successful IV				
Number of patients received IO				
Number of patients successful IO				
Paramedic success Rate IV (overall)				
Paramedic success Rate IO (overall)				

(18)

Ellis County Contract- City of Waxahachie

APPENDIX D

AGREEMENT OVERSIGHT

Reporting and Review:

The EMS Administrators shall conduct a monthly evaluation of the performance of AMR utilizing criteria the EMS Administrators determines to be relevant.

- a. In addition, the EMS Administrators may conduct intermittent evaluations or at such times specified by the Entities. This shall include but not be limited to issues of mere compliance with the terms of the Agreement.
- b. AMR's performance should exceed the minimum requirements of the Agreement.
- c. Each month, a response time report (described in Appendix D), and a response time exception report shall be submitted to the EMS Administrators by the close of business on the 10th of each following month. These reports shall as a minimum also include the following:
 - (1) The EMS Administrators may request performance statistic reports, to include any clinical performance issues (i.e. IV attempts, IV success rate, etc.) and to include individualized action plans to improve performance when it is lacking.
 - (2) Monthly statistics on prioritization of calls, locations, call type, and hospital transport destination.
- d. AMR shall provide a copy of their Annual Unaudited Income Statement to include profits and losses to each of the Entities by the 15th day of the month after the close of their fiscal year.
- e. AMR shall provide a patient payer mix report as part of the AMR Annual Report.
- f. The EMS Administrators shall be able to obtain any reports as needed.

The EMS Administrators shall be notified within 72 hours whenever the following occurs:

- a. The employment of any person involved in the delivery of services related to the subject of the Agreement and the notification shall provide necessary certification of the person.
- b. The separation/termination or the employee status change of any of the AMR's employees involved in the delivery of services related to the Agreement.
- c. A change in the AMR's method of delivery of services, management or supervisory structure.

Agreement Monitoring:

The following represents the desired conditions for ongoing monitoring of EMS for quality, efficiency and Agreement compliance.

- a. Information shall be made available as described in this Agreement on a timely and accurate basis and as described above.

Ellis County Contract- City of Waxahachie

- b. Information provided shall be consistent with dispatch logs, run reports and other data without prior edit or adulteration.
- c. Information shall be verifiable by the EMS Administrators without undue or extensive effort.
- d. Information shall be accessible by the EMS Administrators through the use of internet access, direct software connection(s) or other state of the art retrieval technologies. The Parties agree and understand that protected health information ("PHI"), as defined by 45 CFR § 160.103, or individually identifiable health information, as defined by 42 U.S.C. § 1320d, shall not be available over the internet or in any method that violates the above stated statutes.
- e. The EMS Administrators may audit, examine, copy and make excerpts or transcripts from all of AMR's records with respect to all matters covered by the Agreement and may make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by the Agreement for a period of three (3) years from the date of final settlement of the Agreement or of such other or longer period, if any, as may be required by applicable statute or other lawful requirements. Such audits and examinations may be requested as often as once per calendar year, or more frequently upon a showing of good cause by the EMS Administrators, during normal business hours, by providing AMR with reasonable written notice. AMR agrees to provide any pertinent information to the EMS Administrators to ensure transparency.

Ellis County Contract- City of Waxahachie

APPENDIX E

SUBSCRIPTION PLAN

In addition to the Services described above, AMR shall offer to the residents of the Service Area AMR's Subscription Plan. The Subscription Plan is subject to change in AMR's sole discretion.

AMR's subscription program, called "Ambu-Care", saves residents hundreds of dollars and covers all household family members 26 years of age or younger.

To become a member, residents pay AMR a non-refundable and non-transferable fee of:

- \$60.00/year with Primary and Secondary insurance
- \$67.50/year with primary insurance only, or
- \$400.00/year with no insurance

The fees for the subscription program may change from year to year based on application of required financial tests for subscription programs. Any fee changes and the justification for such changes will be provided to the entities at least 30-days in advance of the new rates effective date.

Members who receive medically necessary advanced or basic life support emergency or non-emergency ambulance services from AMR as a result of an "emergency medical condition" shall pay nothing out of pocket.

"Medical necessity" for purposes of determining whether any emergency or non-emergency transport qualifies for the membership benefit shall be determined by AMR using the standards of the Medicare program, which are also used by many other insurance programs. AMR reserves the right to require a certificate of medical necessity from a qualified physician in determining medical necessity.

AMR reserves the right to cancel completely or to offer alternate subscription programs in the future. In the case that AMR elects to cancel completely or offer alternative plans, AMR shall offer all paying customers a pro-rated refund of payments made for the subscription.

APPENDIX F**VEHICLE SPECIFICATIONS**

All AMR ambulances used for emergency patient transportation shall be in good physical appearance as well as working operational and mechanical condition for the patient and crew members. This shall remain in effect unless otherwise approved in writing by the Entities.

Each AMR ambulance used in the transportation of patients shall be equipped with all items required by Texas Administrative Code 157, Emergency Medical Care and NFPA vehicle standards 1901 and 1917.

AMR Equipment shall be available to allow ambulances to travel in inclement weather conditions including snow or ice.

Each AMR ambulance shall have a standalone box with an independent AC unit capable of shoreline power as well as generator or alternator power.

Each AMR ambulance shall meet current FDA requirements for drug storage.

Each AMR Ambulance shall be Type I.

Each AMR ambulance shall not exceed mileage of 250,000 miles. Likewise, all EMS equipment assigned to AMR ambulances shall be properly maintained and serviceable at all times. AMR shall provide monthly maintenance records for all ambulances and EMS equipment utilized in the Agreement Service Area. Each AMR ambulance shall permanently display its name or other suitable corporate identification or logo on the outside of the vehicle along with the vehicle DSHS license numbers.

All AMR ambulances for transporting patients shall conform to all standards as promulgated and defined by the EMS Medical Director and all rules and regulations promulgated and set forth in any state and local ordinance.

All AMR ambulances shall be equipped with Power Patient Cots to reduce possible injury of responders.

AMR shall supply and maintain fully operational vehicle and portable radios as required for it to perform hereunder. All radios shall operate on frequencies used by all Entities covered by AMR's Agreements in the Service Area.

AMR's radios shall be of a type acceptable for use with the radio systems of the Entities. Programming for the radios shall only be approved through the Entities' authorized programmers and programming shall be at the expense of AMR.

AMR shall supply vehicles, equipment and supplies, and mobile and portable radios that meet or exceed standards for interoperable communications with the Dispatch System of each Entity in Ellis County covered by AMR's Agreement.

AMR shall install Automatic Vehicle Locators (AVL) hardware compatible with the Entities' CAD providers to be used by 911 Dispatch centers to track and locate the closest appropriate ambulance for emergency calls.

All AMR vehicles shall be equipped with a compatible transponder to be tracked by AMR dispatch.

(18)

Ellis County Contract- City of Waxahachie

APPENDIX G

RESPONSE TIME COMPLIANCE

Dispatch:

For purposes of the foregoing, a "Dispatch" shall be deemed to have occurred when AMR acknowledges receipt of all information required to respond, as specified in the Dispatch Protocols, to the address or other location specified by the Communications Center ("Destination"). AMR shall be deemed to have arrived at the Destination when the Ambulance comes to a stop at the Destination or, in the event of an unopened gate or other obstacle which impedes the Ambulance from proceeding to such destination, when the Ambulance stops at such obstacle.

Alarm Answering Time- The time interval that begins when the alarm is received at the communication center and ends when the alarm is acknowledged at the communication center. Measured from connection of the call to the communication center system and answering of the call by the call taker.

Alarm Handling Time- The time interval from the receipt of the alarm at the primary PSAP until the beginning of the transmittal of the response information via voice or electronic means to emergency response facilities (ERFs) or the emergency response units (ERUs) in the field.

Alarm Processing Time- The time interval from the first keystroke of the call-taker until the information is transmitted via voice or electronic means to emergency response units.

In accordance with NFPA 1221 and 1710

Alarm Answering Time	Alarm Processing Time
< 15 Seconds 95% of alarms	< 64 Seconds 90% of alarms
< 40 Seconds 99% of alarms	< 106 Seconds 95% of alarms

Emergency Alarm Processing For the Following Call Types:	
<ul style="list-style-type: none">• Calls requiring EMD questioning and pre-arrival medical instructions• Calls requiring language translation• Calls TTY/TTD device or audio/video relay• Hazmat incidents• Technical rescue	< 90 Seconds 90% of alarms
<ul style="list-style-type: none">• Calls requiring determination of location due to insufficient information• Calls received by text messages	< 120 Seconds 99% of alarms

9-1-1 Response Time:

For purposes of determining 9-1-1 compliance, response time shall begin the moment the request for service is received by the AMR dispatch center with a minimum of the following information: caller name and callback phone number, incident location, and nature of the emergency. Response time shall end the moment that the Ambulance comes to a stop at the destination address or the previously defined obstacle.

(18)

Ellis County Contract- City of Waxahachie

Emergency Response Time Compliance	9-1-1 Emergency Response Time	Rural Response Time	Rural Remote Response Time
	< 9:00 Minutes	< 15:00 Minutes	< 20:00 Minutes
Inter-facility Transports	Emergent IFT Request	Non-Emergent IFT Request	
	< 30:00 Minutes	<60:00 Minutes	

9-1-1 Exemptions:

In determining whether AMR has met the Response Time Standards for 9-1-1 calls during any calendar month, calls which fail to meet the applicable Standard for reasons beyond AMR's reasonable control, including but not necessarily limited to the following reasons, shall be excluded from both the numerator and the denominator of the calculation:

- a. Requests during the first twelve (12) hours of a local disaster or a disaster in a neighboring jurisdiction to which an AMR ambulance is dispatched.
- b. Inclement weather condition of without limitation to snow, ice, flooding, tornados, hail and heavy fog.
- c. The response for an emergency request may also be excluded for train delays, standbys, or lift assists.
- d. Any response that the EMS Administrators and AMR determines that a good cause for an exception exists. AMR shall submit all requests for an exception no later than five (5) days after the end of the month in which the call in question was performed. The EMS Administrator of the Appropriate Entity shall decide whether or not to grant the exception and communicate its decision to AMR no later than five (5) days after receipt of AMR's request.

All Transports: Response Time Reports:

In order to assist the Entities in determining whether AMR has met with the Response Time Standards for any calendar month, AMR shall provide, on or before the 10th day of each month for calls the preceding month, a summary of all responses, which shall include but not limited to:

- ☐ Incident location
- ☐ Incident Type
- ☐ Call processing Time
- ☐ Dispatch time
- ☐ Reaction time
- ☐ Drive time
- ☐ Time of arrival
- ☐ Over all response time
- ☐ Time Exemption details if applicable
- ☐ Compliance Results

All Transports: Response Damages:

AMR shall pay the appropriate Entity a penalty for each calendar month in which it has failed to meet the applicable Standard of at least 90% of time for all categories of calls. Exempt calls shall be completely excluded from the calculation, including from the total number of calls.

Ellis County Contract- City of Waxahachie

- a. In each monthly period (beginning on the first day of each month), not less than one hundred percent (100%) of AMR's responses to emergency requests shall be performed as set forth in the herein. AMR shall provide access to all information the Entities may request to resolve any dispute relating to damages.
- b. Failure of AMR to meet response time requirements shall result in an assessment of penalties. Penalties for 9-1-1 responses shall be collected quarterly and deposited in the designated bank account of choice of the appropriate Entity by the 10th day of the month following the end of quarter. Penalties for IFT responses shall be collected quarterly and deposited in an account only to be used for clinical enhancements, EMS training and education programs for the citizens of the Service Area. Penalties shall be assessed based on the following:
 - (1) Response time according to the above Response Time Compliance table for at least 90% of all calls.
 - (2) The table below shows assessment of fees per monthly period (such assessments are cumulative):

Dispatch

95-100% Alarm answering time	<95% Alarm answering time	90-100% Alarm processing time	<90% Alarm processing time	90-100% Emergency alarm processing	<90% Emergency alarm processing
No Assessment	\$100 per non- compliant alarm	No Assessment	\$100 per non- compliant alarm	No Assessment	\$100 per non- compliant alarm

Response

90-100% 9-1-1 Responses or IFT Requests	<90% Overall or <85% in an Entity 9-1-1 Responses	<90% Emergent IFT Responses	<90% Non-Emergency IFT Responses
No Assessment	\$1,000 per non-compliant response	\$100 per non-compliant request	\$50 per non-compliant request

- c. All Transports: Probation for Response Time Noncompliance:
 - (1) If AMR does not meet the 90% response time or greater in the 9-1-1 category in any two (2) consecutive month period, AMR shall be placed on probation for three (3) months. The EMS Administrators shall notify AMR when/if they are placed on probation.
 - (2) If AMR does not meet response time for at least 90% of all IFT calls for two (2) consecutive months, AMR shall be placed on probation for three (3) months. The EMS Administrators shall notify AMR when/if they are placed on probation.
 - (3) If AMR is put on probation, AMR shall be required to submit a written plan within ten (10) days of being notified of Probation detailing how AMR intends to remove itself from probation.

Ellis County Contract- City of Waxahachie

- (4) If AMR does not meet the alarm answering times, alarm processing times, and emergency alarm processing times as stated in Appendix G under Dispatch in any two (2) consecutive month period, AMR shall be placed on probation for three (3) months. The EMS Administrators shall notify AMR when/if they are placed on probation.
- (5) In order to be removed from Probation, AMR shall achieve 90% or better response time compliance for 9-1-1 calls and IFT calls for the next three (3) months.
- (6) If there are less than 100 alarms in a respective category, for the purpose of determining compliance to the standard and assessment of penalties, the report will provide the performance on the last 100 alarms and performance will be measured against those 100 alarms.

Ellis County Contract- City of Waxahachie

APPENDIX G-2

Inter-Facility Transfers

Terms

- "Healthcare facility transfer" and "inter-facility transfer" have the same meaning, and refer to Hospital transfer.
- Exemption shall refer to the calculation of responses and the exempt response time. Any call that falls under exemption shall count as a response, but the response time shall be exempt for penalties.

For Inter-facility Transfers, the response time calculation shall begin with the scheduled time of pick up. If one hundred (100) or more inter-facility responses occur during any month, ninety percent (90%) compliance is required. However, for months in which fewer than one hundred (100) inter-facility responses occurs, compliance shall be calculated using the last one hundred (100) sequential inter-facility responses.

Wait-and-return transports occur when the ambulance remains on scene and dedicated to the patient transported, before transporting the patient back to the point of origin. Each leg of the wait and return shall be counted as separate transports.

Long Distance Transfers, any request for transport with destinations greater than 29 miles. All requests for service with a destination greater than 29 miles must schedule two (2) hours in advance of the desired pick up time.

Exemptions from Ambulance Response Time. AMR believes that any response or group of responses should be exempted from response time required due to "unusual factors beyond AMR's" reasonable control". AMR shall submit the Call Number and Dispatch time as exemptions with the required monthly reports to the EMS Administrators.

Exemptions

- Inclement weather condition of ice, snow, Fog, or heavy rain.
- Ambulance availability falls below 5
- More than 3 inter-facility services request are received within the same 60 minute time-period County wide
- More Than 2 requests for transport outside the service area received within the same 120 minute time-period
- Request for pick up with destinations greater than 29 miles within the service area, with desired pick up time of less than 2 hour notification
- Facility delays; AMR arrives on scene, but patient is not ready (The second request shall be exempt from response time penalties)

Ellis County Contract- City of Waxahachie

APPENDIX H

NON-RESPONSE DAMAGES

The following provisions are in relation to failure(s) to comply with Agreement requirements other than Response Time Compliance requirements:

- a. In the event AMR fails to comply with any of the terms of the Agreement, AMR may be issued a written warning describing such failure.
- b. Should the noncompliance continue after receipt of such warning, the Appropriate EMS Administrator may deduct penalties from any subsidy, or assess a penalty that is payable within sixty (60) days of notification, in the amount of one hundred dollars (\$100) for each day that AMR remains in noncompliance following the receipt of the written warning.
- c. Should the noncompliance continue for more than five (5) consecutive days, the Appropriate EMS Administrator may increase penalties to two hundred fifty dollars (\$250) for each additional day that AMR remains non-compliant.
- d. AMR may appeal the decision to assess penalties to the Appropriate EMS Administrator in writing within ten (10) days of notification of assessment.
- e. Penalties may be withheld from any subsidy or invoiced to AMR as an assessment. Assessments must be paid within ten (10) days of the final determination.

Ellis County Contract- City of Waxahachie

APPENDIX I

FIRST RESPONDER RESPONSIBILITIES

- A. The Governing Bodies of Ennis, Red Oak and Waxahachie as well as the Emergency Services Districts (ESDs) shall require its fire service First Responder Medical Personnel ("First Responder Personnel") to work collaboratively with AMR Personnel with the primary goal being to enhance patient care through mutual cooperation. In the event First Responder Personnel arrive at an incident scene prior to AMR, First Responder Personnel shall assume temporary medical control of the scene until AMR's arrival, at which point AMR shall assume medical control unless on scene event First Responder Personnel hold a higher licensure or certification than on scene AMR Personnel. Both parties shall ensure that a professional transfer of patient care occurs for the best interest of the patient outcome. The highest ranking First Responder Officer on the scene shall have the responsibility of command and control and perform the duties as the scene incident commander. Patient care and medical control shall not be confused with overall scene management responsibilities.

Additionally, the first agency on the scene shall have the following privileges:

1. The ability to disregard the other responding agency via radio prior to their arrival to the scene of the emergency.
 2. The ability to request air ambulance(s) prior to the arrival of the other agency.
 3. The ability to request additional ground ambulances from AMR or another ambulance that has been pre-approved through mutual aid agreements.
- B. AMR shall provide an exchange of disposable medical supplies used on a 1:1 basis within 24 hours of an incident. As a result of the exchange program, AMR shall be entitled to include, in its charges to patients and third party payers, charges for services performed or for supplies utilized by First Responder Personnel. In consideration of the foregoing, AMR shall, without charge, restock the disposable medical supplies agreed upon by the parties when utilized by the First Responder Personnel in treating patients transported by AMR.
- C. The EMS Administrators shall ensure and certify in writing to AMR prior to the effective date hereof, and on an annual basis thereafter, in a format acceptable to AMR, that none of its First Responder Personnel are "Ineligible Persons". Ineligible Persons shall include any individual who: (1) is currently excluded, debarred, suspended, or otherwise ineligible to participate in the Federal health care programs or in Federal procurement or non-procurement programs; or (2) has been convicted of a criminal offense that falls within the ambit of 42 U.S.C. § 1320a-7(a), but has not yet been excluded, debarred, suspended, or otherwise declared ineligible. The EMS Administrators shall ensure that all First Responder Personnel are not Ineligible Persons, by implementing the following screening requirements:
1. The EMS Administrators shall screen such persons against the Exclusion Lists within thirty (30) days of the effective date hereof and annually thereafter.
 2. As part of the hiring/volunteering process for any new First Responder Personnel hired/volunteering after the effective date hereof, the EMS Administrators shall require such persons to disclose whether they are an Ineligible Person and shall screen them against the Exclusion Lists.

Ellis County Contract- City of Waxahachie

3. The EMS Administrators shall implement a policy requiring all First Responder Personnel to disclose immediately any debarment, exclusion, suspension, or other event that makes that person an Ineligible Person.

D. Exclusion Lists include:

1. The HHS/OIG List of Excluded Individuals/Entities (available through the Internet at <http://oig.hhs.gov>); and
2. The General Services Administration's List of Parties Excluded from Federal Programs (available through the Internet at <http://epls.arnet.gov>).

- E. The EMS Administrators shall cooperate with AMR in performing quality improvement activities in accordance with policies and procedures agreed upon by the parties.

(18)
Ellis County Contract- City of Waxahachie

APPENDIX J

BASE CHARGES

Charges for services to citizens for ALS Based Transport

SERVICE LEVEL Advanced Life Support /Mobile Intensive Care / Basic Life Support

CHARGE/FEE \$1,252.00

DESCRIPTION Mileage (*per Loaded Mile*)

CHARGE/FEE \$16.10

APPENDIX K

INSURANCE

At all times during the term of this Agreement, each party shall maintain general, professional and automobile liability insurance coverage in a minimum amount of one million dollars (\$1,000,000) per occurrence, and three million dollars (\$3,000,000) in the annual aggregate, providing coverage for the negligent acts or omissions of such party and its employees and agents. In the event such coverage is provided under a "claims made" policy, such coverage shall remain in effect (or the covered party shall procure equivalent "tail coverage") for a period of not less than three (3) years following termination of this Agreement. In addition, each party shall maintain automobile liability insurance coverage in a minimum amount of one million dollars (\$1,000,000) per occurrence, and three million dollars (\$3,000,000) in the aggregate.

(18)

Ellis County Contract- City of Waxahachie

APPENDIX L

INCORPORATED PROVISIONS OF PROPOSAL

The terms of AMR's Proposal, dated November 14, 2018, are hereby incorporated into this Agreement.