

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, Waxahachie, Texas, on ***Monday, July 18, 2022 at 7:00 p.m.***

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

1. Call to Order
2. Invocation
3. Pledge of Allegiance and Texas Pledge of Allegiance
4. ***Public Comments:*** Persons may address the City Council on any issues. This is the appropriate time for citizens to address the Council on any concern whether on this agenda or not. In accordance with the State of Texas Open Meetings Act, the Council may not comment or deliberate such statements during this period, except as authorized by Section 551.042, Texas Government Code. ***Speakers must observe the five (5) minute time limit.***
5. ***Consent Agenda***

All matters listed under Item 5, Consent Agenda, are considered to be routine by the City Council and will be enacted by one motion. There will not be separate discussion of these items. Approval of the Consent Agenda authorizes the Mayor/City Manager to execute all matters necessary to implement each item. Any item may be removed from the Consent Agenda for separate discussion and consideration by any member of the City Council.

- a. Minutes of the City Council meeting of July 5, 2022
 - b. Minutes of the City Council briefing of July 5, 2022
 - c. Event application for Back to School Bash to be held August 6, 2022
 - d. Event application for C-10s in the Park Party on the Square to be held September 17, 2022
 - e. Event application for Domestic Abuse Awareness Walk to be held October 1, 2022
 - f. Event application for Chautauqua Celebrates Cowboy Poetry to be held October 8, 2022
 - g. Interlocal Agreement with the City of Denton
 - h. Interlocal Agreement with the City of Mansfield
 - i. Interlocal Agreement with the City of Fort Worth
 - j. Supplemental appropriation for Robert W. Sokoll Water Treatment Plant in the amount of \$65,000 to purchase treatment chemicals
 - k. Waxahachie Community Development Corporation Finance Report for year ended September 30, 2021
6. ***Consider*** appointment of Municipal Judge and Associate Municipal Judge and Administer Oaths of Office

7. ***Public Hearing*** and ***consider*** proposed Resolution naming the City Hall Annex Building
8. ***Consider*** supplemental appropriation for City Hall Annex final GMP and associated change orders
9. ***Consider*** supplemental appropriation for furniture, fixtures, and equipment for City Hall Annex
10. ***Consider*** proposed Resolution approving a tax-exempt financing for the benefit of Southwestern Assemblies of God University
11. Comments by Mayor, City Council, City Attorney and City Manager
12. 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 469-309-4006 or (TDD) 1-800-RELAY TX

(5a)

City Council
July 5, 2022

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, Waxahachie, Texas, on Tuesday, July 5, 2022 at 7:00 p.m.

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

Others Present: Albert Lawrence, Deputy City Manager
Shon Brooks, Executive Director of Development Services
Jennifer Pruitt, Senior Director of Planning
Gumaro Martinez, Executive Director Park & Leisure Services
Richard Abernethy, Director of Administrative Services
Robert Brown, City Attorney
Jami Bonner, Assistant City Secretary

1. Call to Order

Mayor David Hill called the meeting to order.

2. Invocation

3. Pledge of Allegiance and Texas Pledge of Allegiance

Pastor Kerry Campbell, First Christian Church of Waxahachie, gave the invocation and Mayor Pro Tem Chris Wright led the Pledge of Allegiance and the Texas Pledge of Allegiance.

4. Public Comments

Alan Fox, 327 University, Waxahachie, Texas, complimented City staff for their organization and dedication to creating a family fun event, Crape Myrtle Festival.

Mayor Hill thanked Mr. Fox for his and his wife's patriotism and leading the Crape Myrtle Parade.

5. Consent Agenda

- a. Minutes of the City Council meeting of June 20, 2022
- b. Minutes of the City Council briefing of June 20, 2022
- c. Minutes of the City Council special meeting of June 28, 2022
- d. Minutes of the City Council work session of June 30, 2022
- e. Event application for Diving Deeper VBS Day Camp to be held July 27, 2022
- f. Event application for Lippert 5k to be held on August 20, 2022
- g. Interlocal Agreement with Frisco ISD
- h. City Council Appointments to Boards and Commissions

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Action:

Council Member Billie Wallace moved to approve items a. through h. on the Consent Agenda. Mayor Pro Tem Chris Wright seconded, All Ayes.

6. Present Proclamation proclaiming July 2022 as Parks and Recreation Month

Mayor Hill presented a Proclamation proclaiming July 2022 as Parks and Recreation Month to the Parks & Recreation Department and members of the Park Board.

7. Continue Public Hearing on a request by Chris Reeves, Quickway Signs, for a Specific Use Permit (SUP) for an Electronic Message Sign use within a Planned Development – Commercial (PD-C) zoning district located at 2374 W US Hwy 287 BYP (Property ID 219310) - Owner: COWBOY BAPTIST CHURCH OF MIDLOTHIAN (ZDC-45-2022)

Mayor Hill continued the Public Hearing.

There being no others to speak for or against ZDC-45-2022, Mayor Hill closed the Public Hearing.

8. Consider proposed Ordinance approving ZDC-45-2022

ORDINANCE NO. 3330

AN ORDINANCE AUTHORIZING A SPECIFIC USE PERMIT (SUP) TO PERMIT AN ELECTRONIC MESSAGE SIGN USE WITHIN A PLANNED DEVELOPMENT-COMMERCIAL (PD-C) ZONING DISTRICT, LOCATED 2374 W US HIGHWAY 287 BYPASS, BEING PROPERTY ID 219310, IN THE CITY OF WAXAHACHIE, ELLIS COUNTY, TEXAS, BEING LOT 2R, OF THE ELLIS COUNTY YOUTH EXPO SUBDIVISION, AND ORDERING THE CHANGING OF THE ZONING MAP THEREOF IN ACCORDANCE WITH SAID CHANGE.

Action:

Mayor Pro Tem Chris Wright moved to approve Ordinance No. 3330 per staff comments. Council Member Travis Smith seconded, All Ayes.

9. Continue Public Hearing on a request by Chad Adams, Oak Hull Investments, for a Replat of Lots 8, 9, & 10, Block 11, University Annex Addition, to create Lots 8A-10B, Block 11, University Annex Addition, 6 Residential Lots, being 1.129 acres, located at 107 Olive St and 510 Cynisca St., (Property ID 176473 & 176474) – Owner: STONEDALE DEVELOPMENT LLC (SUB-28-2022)

Mayor Hill continued the Public Hearing.

There being no others to speak for or against SUB-28-2022, Mayor Hill closed the Public Hearing.

(5a)

10. Consider approval of SUB-28-2022

Action:

Mayor Pro Tem Chris Wright moved to approve a request by Chad Adams, Oak Hull Investments, for a Replat of Lots 8, 9, & 10, Block 11, University Annex Addition, to create Lots 8A-10B, Block 11, University Annex Addition, 6 Residential Lots, being 1.129 acres, located at 107 Olive St and 510 Cynisca St., (Property ID 176473 & 176474) – Owner: STONEDALE DEVELOPMENT LLC (SUB-28-2022). Council Member Billie Wallace seconded, All Ayes.

- 11. Public Hearing on a request by Brad Yates, Loren Gray Investments LLC, for a Replat of Lots 18 and 19, Block 180, of the Oak Lawn Addition, to create Lot 18R, Block 180, of the Oak Lawn Addition, 1 Residential Lot, being 0.1036 acres, located at 319 Henry Street, (Property ID 175110) – Owner: LOREN GRAY INVESTMENTS LLC (SUB-60-2022)**

Mayor Hill opened the Public Hearing.

Brad Yates, 626 Kaufman, Waxahachie, Texas, presented the replat to create one residential lot and stated he was available for questions.

There being no others to speak for or against SUB-60-2022, Mayor Hill closed the Public Hearing.

12. Consider approval of SUB-60-2022

Action:

Council Member Billie Wallace moved to approve a request by Brad Yates, Loren Gray Investments LLC, for a Replat of Lots 18 and 19, Block 180, of the Oak Lawn Addition, to create Lot 18R, Block 180, of the Oak Lawn Addition, 1 Residential Lot, being 0.1036 acres, located at 319 Henry Street, (Property ID 175110) – Owner: LOREN GRAY INVESTMENTS LLC (SUB-60-2022). Council Member Travis Smith seconded, All Ayes.

- 13. Public Hearing on a request by Dustin Phillipp, J. Volk Consulting, Inc. for a Plat of The Place at North Grove, lots 10, 11, 12X Block 1, being 10.67 acres, located at northwest corner of North Grove Boulevard and Washington Avenue, situated in the John B. and Ann Adams Survey, Abstract No. 5, Robert Russell Survey, Abstract No. 911, and Henry Sange Survey, Abstract No. 1009, an addition to the City of Waxahachie (Property ID 283993) – Owner: North Grove 12.5 LLC Series 1 (SUB-15-2022)**

Mayor Hill opened the Public Hearing.

There being no others to speak for or against SUB-15-2022, Mayor Hill closed the Public Hearing.

(5a)

14. Consider approval of SUB-15-2022

Action:

Council Member Billie Wallace moved to approve a request by Dustin Phillipp, J. Volk Consulting, Inc. for a Plat of The Place at North Grove, lots 10, 11, 12X Block 1, being 10.67 acres, located at northwest corner of North Grove Boulevard and Washington Avenue, situated in the John B. and Ann Adams Survey, Abstract No. 5, Robert Russell Survey, Abstract No. 911, and Henry Sange Survey, Abstract No. 1009, an addition to the City of Waxahachie (Property ID 283993) – Owner: North Grove 12.5 LLC Series 1 (SUB-15-2022). Council Member Patrick Souter seconded, All Ayes.

15. Public Hearing on a request by Tom Wright, Heart-In-Hand, for a Zoning Change from a Central Area (CA) zoning district to a Planned Development – Central Area (PD-CA) zoning district, located at 212 S Rogers Street, (Property ID 170517) - Owner: Waxahachie 100F Lodge (ZDC-54-2022)

Mayor Hill opened the Public Hearing.

Tom Wright, 212 S. Rogers, Waxahachie, Texas, requested approval of ZDC-54-2022 and stated he was available for questions.

There being no others to speak for or against ZDC-54-2022, Mayor Hill closed the Public Hearing.

16. Consider proposed Ordinance approving ZDC-54-2022

ORDINANCE NO. 3331

AN ORDINANCE AUTHORIZING A ZONING CHANGE FROM CENTRAL AREA DISTRICT (CA) TO PLANNED DEVELOPMENT - CENTRAL AREA DISTRICT (PD-CA) LOCATED AT 212 S ROGERS STREET IN THE CITY OF WAXAHACHIE, ELLIS COUNTY, TEXAS, BEING .22 ACRES KNOWN AS PROPERTY ID 170517, AND ORDERING THE CHANGING OF THE ZONING MAP THEREOF IN ACCORDANCE WITH SAID CHANGE.

Action:

Council Member Billie Wallace moved to approve Ordinance No. 3331. Mayor Pro Tem Chris Wright seconded, All Ayes.

17. Consider approving an agreement to contribute right-of-way funds (fixed price) for FM 664 ROW acquisition between the City of Waxahachie and Texas Department of Transportation (TxDOT) and approve associated supplemental appropriation in the amount of \$136,206.74

Director of Public Works and Engineering James Gaertner requested approval of an agreement with Texas Department of Transportation (TxDOT) for the City portion of the Right-of-Way (ROW) acquisition associated with the FM 664 widening project. He explained the total amount of the city participation for ROW acquisition is \$744,389.70, which amounts to \$136,206.74 for

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FY 2021-2022 and \$152,045.74 for each of the following four years. Mr. Gaertner requested approval of a supplemental appropriation for \$136,206.74 for FY 2021-2022 and authorize the City Manager to sign the TxDOT agreement.

Mayor Hill noted the expansion of FM 664 will begin in approximately four years.

Action:

Council Member Billie Wallace moved to approve an agreement to contribute right-of-way funds (fixed price) for FM 664 ROW acquisition between the City of Waxahachie and Texas Department of Transportation (TxDOT) and approve associated supplemental appropriation in the amount of \$136,206.74. Council Member Travis Smith seconded, All Ayes.

18. Consider a supplemental appropriation in the amount of \$27,000 for a visual building envelope assessment

Director of Administrative Services Richard Abernethy requested approval of a supplemental appropriation in the amount of \$27,000 for a visual building envelope assessment which will include an assessment of existing roof systems, windows, cladding and associated exterior elements to identify areas needing repairs or mitigation.

Action:

Council Member Billie Wallace moved to approve a supplemental appropriation in the amount of \$27,000 for a visual building envelope assessment. Council Member Patrick Souter seconded, All Ayes.

19. Public Hearing and consider proposed Resolution adopting procedures to name public facilities

Mayor Hill opened the Public Hearing.

Those that spoke in support:

Alan Fox, 327 University, Waxahachie, Texas

Melissa Olson, 202 Stampede Street, Waxahachie, Texas, suggested revisions to the presented resolution.

Mayor Pro Tem Wright encouraged members of the public to participate in Public Hearings prior to Council vote on naming a public facility.

Council Member Smith expressed the importance of having procedures in place for naming public facilities and thanked Mayor Hill for getting the item on the agenda. He encouraged City Council members to perform due diligence when considering naming public facilities. He applauded City staff and City Attorney Robert Brown for working with City Council to prepare the resolution.

Council Member Souter noted the resolution is a framework for naming eligible facilities. He recognized the possibility of creating a citizen committee if the need arises. He stated current and future Council members have the responsibility to perform due diligence.

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There being no others to speak for or against the proposed Resolution adopting procedures to name public facilities, Mayor Hill closed the Public Hearing.

RESOLUTION NO. 1328

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WAXAHACHIE, TEXAS,
ADOPTING PROCEDURES TO NAME PUBLIC FACILITIES UPON REQUEST.**

Action:

Council Member Travis Smith moved to approve Resolution No. 1328 adopting procedures to name public facilities. The vote was as follows: Ayes: David Hill, Chris Wright, Travis Smith, and Patrick Souter. Noes: Billie Wallace

The motion carried.

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

Deputy City Manager Albert Lawrence expressed appreciation to City staff for going above and beyond during the various community events over the weekend.

Council Member Travis Smith recognized City staff for their work at the Crape Myrtle Festival and Parade. He noted the event was well attended and is special for the community.

Council Member Billie Wallace stated the events of Crape Myrtle Festival make her proud to be a part of the Waxahachie community.

Mayor Pro Tem Chris Wright expressed appreciation to Finance Director Chad Tustison and the Finance Department for preparing for the budget workshop. He thanked the Cowboy Baptist Church for working together with City staff. Mayor Pro Tem Wright recognized the Texas Baptist Men for preparing breakfast for veterans and the Rotary Club for offering the flag program. He thanked Council Member Smith for his continued efforts to get the naming of public facilities procedures on the agenda and passed.

Council Member Patrick Souter shared his Crape Myrtle Parade experience and noted the special opportunity for the community to come together and celebrate as fellow citizens, neighbors, and friends.

Mayor David Hill expressed the importance of sharing the Crape Myrtle Festival with family and the community and thanked the City Council for their dedication to working together through difficult discussions.

21. Adjourn

There being no further business, the meeting adjourned at 7:41 p.m.

Respectfully submitted,

Jami Bonner, Assistant City Secretary

City Council
July 5, 2022

A briefing session of the Mayor and City Council of the City of Waxahachie, Texas was held in the City Council Conference Room at City Hall, 401 S. Rogers, Waxahachie, Texas, on Tuesday, July 5, 2022 at 6:30 p.m.

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

Others Present: Albert Lawrence, Deputy City Manager
Shon Brooks, Executive Director of Development Services
Gumaro Martinez, Executive Director Park & Leisure Services
Richard Abernethy, Director of Administrative Services
Robert Brown, City Attorney
Jami Bonner, Assistant City Secretary

1. Call to Order

Mayor David Hill called the meeting to order.

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

Deputy City Manager Albert Lawrence reviewed the following agenda items:

- Item 5e, approving event application for Diving Deeper VBS Day Camp to be held on July 27, 2022.
- Item 5f, approving event application for Lippert 5K to be held on August 20, 2022.
- Item 5g, approving an interlocal agreement with Frisco ISD to allow for the City to utilize Frisco ISD's cooperative purchasing agreement.
- Item 5h, approving City Council appointments to boards and commissions.
- Item 19, proposed Resolution adopting procedures to name public facilities.

City Attorney Robert Brown noted the resolution serves as guidelines for naming public facilities and the City Council retains absolute discretion to deny a naming request or to name an eligible City-owned facility to a name of the Council's choosing.

Council Member Billie Wallace expressed concern that a citizens' input committee and background check are not included in the resolution. Mr. Brown responded that nothing in the resolution would prohibit a citizen committee or background check, but does not require it.

Council Member Chris Wright stated he does not believe a citizen committee is a necessary requirement as the City Council was elected by the citizens and citizens are able to participate during a Public Hearing prior to Council vote.

Council Member Patrick Souter stated he opposes a requirement for a citizen committee for the purpose of vetting a person and serving as a recommending body before a City-owned facility can be considered by the Council. Council Member Souter stated it is the Council's responsibility to

perform due diligence to protect and act in the best interest of the city. Council Member Souter expressed opposition to a required background check, as he does not want to disqualify someone for a past infraction that does not include moral turpitude and has been a great asset to the city.

Director of Public Works and Engineering James Gaertner reviewed Item 17 requesting approval of an agreement with Texas Department of Transportation (TxDOT) for the City portion of the Right-of-Way (ROW) acquisition associated with the FM 664 widening project. He explained the total amount of the city participation for ROW acquisition is \$744,389.70, which amounts to \$136,206.74 for FY 2021-2022 and \$152,045.74 for each of the following four years. Mr. Gaertner requested approval of a supplemental appropriation for \$136,206.74 for FY 2021-2022 and authorize the City Manager to sign the TxDOT agreement.

Director of Administrative Services Richard Abernethy reviewed Item 18 requesting approval of a supplemental appropriation in the amount of \$27,000 for a visual building envelope assessment which will include an assessment of existing roof systems, windows, cladding and associated exterior elements to identify areas needing repairs or mitigation.

Jennifer Pruitt, Senior Director of Planning, reviewed the following cases:

- ZDC-45-2022, the applicant is requesting to add a 72 square foot (6 ft. x 12 ft.) electronic message sign to an existing pole sign for the Cowboy Baptist Church located at 2374 W US Highway 287 Bypass. Ms. Pruitt stated the pastor of Cowboy Baptist Church met with the Planning Department and provided additional details including confirmation of sign height at 15 feet per P&Z Commission and the existing sign is within an easement. The applicant will also encase the pole in a pole covering. Ms. Pruitt noted staff recommends approval as presented.
- SUB-28-2022, the applicant is proposing to replat the subject properties into six (6) lots for residential use. Ms. Pruitt noted the applicant made a Petition of Relief Waiver request. As part of the Petition of Relief Waiver, the applicant is requesting a variance to allow for a reduced utility easement of 8 ft. along the Cynisca Street and Floyd Street frontage, with the standard 15 ft. utility easement along Olive Street. Ms. Pruitt noted staff recommends approval as presented.
- SUB-60-2022, the applicant is requesting to replat the subject property into one (1) lot for single-family residential use. The applicant is also requesting a Petition of Relief Waiver for a right-of-way (ROW) and utility easement dedication along Henry Street. The Petition of Relief Waiver includes a variance request for the standard 15 ft. utility easement along Henry Street and requests to provide a 10 ft. utility easement along Henry Street. Ms. Pruitt noted staff recommends approval per conditions.
- SUB-15-2022, the applicant is proposing to plat approximately 10.67 acres to create three (3) lots including one lot for open space, the second lot for mixed use, and the third lot for a commercial lot. Ms. Pruitt noted the proposed plat is in conformance with the previously approved Planned Development for the area. The applicant is requesting a variance to reduce the utility easement along North Grove Boulevard and Washington Avenue from 15 feet to 10 feet. Ms. Pruitt stated the applicant has secured sign off letters from the affected utilities regarding the variance request. Ms. Pruitt noted staff recommends approval per staff comments.

(5b)

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- ZDC-54-2022, the applicant is requesting approval of a Planned Development District with a base zoning of Central Area District to allow for a tattoo shop at 212 S. Rogers Street. Ms. Pruitt noted, if approved, staff recommends the applicant comply with provisions including the tattoo shop may occupy up to 800 square feet of the first floor building area within Heart-In-Hand, the tattoo shop may operate from 10:00 am – 10:00 pm Wednesday through Saturday, the tattoo shop shall require a license by the Texas Department of State Health Services at all times, and all exterior signage shall require a sign permit from the Building Department and Historic Preservation Committee approval. Staff recommends approval per staff comments.

Council Member Travis Smith stated if approved, the tattoo shop will be maintained and operated by world-renowned tattoo artist Mr. Oliver Peck. The tattoo shop will also bring additional funding to the Odd Fellows Lodge. Council Member Souter inquired about sign design. Council Member Smith replied that the sign will be a simple hanging sign on Jefferson St.

3. Adjourn

There being no further business, the meeting adjourned at 6:58 p.m.

Respectfully submitted,

Jami Bonner
Assistant City Secretary

(5C)



Application for a Festival or Event Permit

Event Name and Description: _____

Back to School Bash

Applicant Information

Name: Kelly Skistimas
Address: 2000 Civic Center Lane
City, State, Zip: Waxahachie, TX 75165 Phone: 469-309-4051
E-mail Address: Kelly.Skistimas@waxahachie.com

Organization Information

Organization Name: WISD Community Outreach
Address: 411 N. Gibson St. Waxahachie, TX 75165
Authorized Head of Organization: Sandy King
Phone: 214-949-2844 E-mail Address: SKing@wisd.org

Event Chairperson/Contact

Name: Sandy King
Address: 411 N. Gibson St.
City, State, Zip: Waxahachie, TX 75165 Phone: 214-949-2844
E-mail Address: SKing@wisd.org

Event Information

Event Location/Address: Railyard Park 455 S. College St. ^{AND} Basketball courts, hike and bike trail
Purpose: Bring WISD and the community together for back to school fun!
Event Start Date and Time: Saturday, August 6, 2022 4PM
Event End Date and Time: Saturday, August 6, 2022 7PM

(5C)

Approximate Number of Persons Attending Event Per Day: 1,500

Site Preparation and Set-Up Date and Time: 2 PM

Clean-Up Completion Date and Time: 8 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.

DJ, splash pad, performances by the band, Charmers and cheerleaders, bounce houses, dunking booth, hotdogs + food trucks

Requested City Services: _____

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

If yes, contact the City Health Inspector, (469) 309-4134, for permitting requirements and compliance.

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

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

Will dumpsters be needed? No, 10 Baylyard polycarts are needed

Will an Unmanned Aircraft Systems Unit (drone) be used? YES/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. DUE TO COVID-19, I ALSO UNDERSTAND APPROVAL OF MY EVENT IS SUBJECT TO THE THEN CURRENT NECESSARY PRECAUTIONS RESULTING FROM COVID CASE TRENDS AS WELL AS ANY CHANGE IN ACCORDANCE WITH FEDERAL, STATE, OR LOCAL ORDERS.

Kelly V. Stuber
Signature of Applicant

7/13/22
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).

(5c)

Villarreal, Amber

From: Skistimas, Kelly
Sent: Wednesday, July 13, 2022 4:04 PM
To: Villarreal, Amber; Bonner, Jami
Subject: 2022 Back to School Bash application
Attachments: 2022BackToSchoolBash.pdf

Good afternoon Amber.

Attached is an application for the Back to School Bash August 6th. We had a meeting today and are asking for more of a street closure than we typically do for Railyard, so I am submitting an application.

The basketball team will be set-up at the basketball courts, and the baseball team will be set-up near them with a dunk tank. This is mean a lot of foot traffic back and forth crossing Rogers St. between the hike and bike trail/basketball courts and Railyard Park, so we are asking for a Rogers Street closure for safety. The event takes place from 4-7PM.

Kelly Skistimas
Cultural Arts and Programming Manager
City of Waxahachie
Office: 469.309.4051
Cell: 214.463.7815



(5C)

Villarreal, Amber

From: Villarreal, Amber
Sent: Thursday, July 14, 2022 12:03 PM
To: Simpson, Anita; Gaertner, James; Martinez, Gumaro; Barnes, Bradley; Campos, Yadira; Skistimas, Kelly; Mosley, Laurie; Massey, Matt; Wade Goolsbey; Ricky Boyd; Me'Lony Jordan
Cc: Scott, Michael; Lawrence, Albert; Bonner, Jami; Crocker, Clarice
Subject: RE: 2022 Back to School Bash application

Per City Management, staff will coordinate with the Police Department for a police officer to assist with traffic control and safety on Rogers Street, between Railyard Park and the Hike/Bike Travel. Rogers Street will remain open between Madison and Cantrell. City Management supports closing College Street adjacent to Railyard Park, as previously done.

Amber Villarreal, TRMC, CMC

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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Attention Public Officials: A "Reply to All" of this email message could lead to violations of the Texas Open Meetings Act. If replying, please reply only to the sender.

From: Simpson, Anita
Sent: Thursday, July 14, 2022 9:16 AM
To: Gaertner, James <jgaertner@waxahachie.com>; Villarreal, Amber <avillarreal@waxahachie.com>; Martinez, Gumaro <gmartinez@waxahachie.com>; Barnes, Bradley <bradley.barnes@waxahachie.com>; Campos, Yadira <ycampos@waxahachie.com>; Skistimas, Kelly <kelly.skistimas@waxahachie.com>; Mosley, Laurie <lmosley@waxahachiecvb.com>; Massey, Matt <mmassey@waxahachie.com>; Wade Goolsbey <wgoolsby@waxahachiepd.org>; Ricky Boyd <rboyd@waxahachiefire.org>; Me'Lony Jordan <mjordan@waxahachie.com>
Cc: Scott, Michael <msscott@waxahachie.com>; Lawrence, Albert <alawrence@waxahachie.com>; Bonner, Jami <jami.bonner@waxahachie.com>; Crocker, Clarice <ccrocker@waxahachie.com>
Subject: RE: 2022 Back to School Bash application

I just drove the area to see how downtown would be affected. Since South Rogers is a major artery into downtown and the event is on a Saturday afternoon/early evening when hopefully people are coming downtown to eat and drink it's a concern. Like James, I would like to see a detour plan for traffic coming from the south.

Also, I recommend not closing Rogers all the way to Madison as that closes off access from Rogers to College. If the boundary could be adjusted to just north of the railroad tracks it would still allow access between the two streets through the Nay parking lot and city hall parking lot. College would need to be closed just south of FRESH parking lot to prevent the scenario James mentions below but still allow access to FRESH and Southern Roots Brewing.

Anita

(5c)

Villarreal, Amber

From: Gaertner, James
Sent: Thursday, July 14, 2022 8:16 AM
To: Villarreal, Amber; Martinez, Gumaro; Barnes, Bradley; Campos, Yadira; Skistimas, Kelly; Mosley, Laurie; Massey, Matt; Wade Goolsbey; Ricky Boyd; Simpson, Anita; Me'Lony Jordan
Cc: Scott, Michael; Lawrence, Albert; Bonner, Jami; Crocker, Clarice
Subject: RE: 2022 Back to School Bash application

Closing Roger Street from Cantrell complicates things, since they would have to direct traffic towards the viaduct. We would need more detailed detour plan for traffic and have to take into account the detour signs in place with the Viaduct project.

Are they requesting to close Roger Street but not College Street adjacent to the Railyard? They may get a lot of vehicles going down College Street and then doing 3 point turns in front of the amphitheater if we don't close College Street as well.



James Gaertner, PE, CFM
Director of Public Works & Engineering
401 S. Rogers St.
Waxahachie, TX 75165
Office: 469-309-4301
jgaertner@waxahachie.com

From: Villarreal, Amber <avillarreal@waxahachie.com>
Sent: Wednesday, July 13, 2022 5:02 PM
To: Martinez, Gumaro <gmartinez@waxahachie.com>; Barnes, Bradley <bradley.barnes@waxahachie.com>; Campos, Yadira <ycampos@waxahachie.com>; Skistimas, Kelly <kelly.skistimas@waxahachie.com>; Mosley, Laurie <lmosley@waxahachiecvb.com>; Gaertner, James <jgaertner@waxahachie.com>; Massey, Matt <mmassey@waxahachie.com>; Wade Goolsbey <wgoolsby@waxahachiepd.org>; Ricky Boyd <rboyd@waxahachiefire.org>; Simpson, Anita <asimpson@waxahachie.com>; Me'Lony Jordan <mjordan@waxahachie.com>
Cc: Scott, Michael <msscott@waxahachie.com>; Lawrence, Albert <alawrence@waxahachie.com>; Bonner, Jami <jami.bonner@waxahachie.com>; Crocker, Clarice <ccrocker@waxahachie.com>
Subject: FW: 2022 Back to School Bash application

For your review/comments. If possible, can you send your comments to me by tomorrow afternoon so we can try to get this on the July 18th Council agenda.

Thank you,

Amber Villarreal, TRMC, CMC

(5C)

Villarreal, Amber

From: Mosley, Laurie
Sent: Thursday, July 14, 2022 9:56 AM
To: Simpson, Anita; Gaertner, James; Villarreal, Amber; Martinez, Gumaro; Barnes, Bradley; Campos, Yadira; Skistimas, Kelly; Massey, Matt; Wade Goolsbey; Ricky Boyd; Me'Lony Jordan
Cc: Scott, Michael; Lawrence, Albert; Bonner, Jami; Crocker, Clarice
Subject: RE: 2022 Back to School Bash application

If I understood Kelly right, the event also uses the area of the Hike & Bike Trail where the basketball courts are, and there was a lot of foot traffic crossing that road.

They can perhaps use crossing guards.

Laurie

From: Simpson, Anita <asimpson@waxahachie.com>
Sent: Thursday, July 14, 2022 9:16 AM
To: Gaertner, James <jgaertner@waxahachie.com>; Villarreal, Amber <avillarreal@waxahachie.com>; Martinez, Gumaro <gmartinez@waxahachie.com>; Barnes, Bradley <bradley.barnes@waxahachie.com>; Campos, Yadira <ycampos@waxahachie.com>; Skistimas, Kelly <kelly.skistimas@waxahachie.com>; Mosley, Laurie <lmosley@waxahachiecvb.com>; Massey, Matt <mmassey@waxahachie.com>; Wade Goolsbey <wgoolsby@waxahachiepd.org>; Ricky Boyd <rboyd@waxahachiefire.org>; Me'Lony Jordan <mjordan@waxahachie.com>
Cc: Scott, Michael <msscott@waxahachie.com>; Lawrence, Albert <alawrence@waxahachie.com>; Bonner, Jami <jami.bonner@waxahachie.com>; Crocker, Clarice <ccrocker@waxahachie.com>
Subject: RE: 2022 Back to School Bash application

I just drove the area to see how downtown would be affected. Since South Rogers is a major artery into downtown and the event is on a Saturday afternoon/early evening when hopefully people are coming downtown to eat and drink it's a concern. Like James, I would like to see a detour plan for traffic coming from the south.

Also, I recommend not closing Rogers all the way to Madison as that closes off access from Rogers to College. If the boundary could be adjusted to just north of the railroad tracks it would still allow access between the two streets through the Noy parking lot and city hall parking lot. College would need to be closed just south of FRESH parking lot to prevent the scenario James mentions below but still allow access to FRESH and Southern Roots Brewing.

Anita

From: Gaertner, James
Sent: Thursday, July 14, 2022 8:16 AM
To: Villarreal, Amber <avillarreal@waxahachie.com>; Martinez, Gumaro <gmartinez@waxahachie.com>; Barnes, Bradley <bradley.barnes@waxahachie.com>; Campos, Yadira <ycampos@waxahachie.com>; Skistimas, Kelly <kelly.skistimas@waxahachie.com>; Mosley, Laurie <lmosley@waxahachiecvb.com>; Massey, Matt <mmassey@waxahachie.com>; Wade Goolsbey <wgoolsby@waxahachiepd.org>; Ricky Boyd <rboyd@waxahachiefire.org>; Simpson, Anita <asimpson@waxahachie.com>; Me'Lony Jordan <mjordan@waxahachie.com>
Cc: Scott, Michael <msscott@waxahachie.com>; Lawrence, Albert <alawrence@waxahachie.com>; Bonner, Jami

(5C)

Villarreal, Amber

From: Simpson, Anita
Sent: Thursday, July 14, 2022 9:16 AM
To: Gaertner, James; Villarreal, Amber; Martinez, Gumaro; Barnes, Bradley; Campos, Yadira; Skistimas, Kelly; Mosley, Laurie; Massey, Matt; Wade Goolsbey; Ricky Boyd; Me'Lony Jordan
Cc: Scott, Michael; Lawrence, Albert; Bonner, Jami; Crocker, Clarice
Subject: RE: 2022 Back to School Bash application

I just drove the area to see how downtown would be affected. Since South Rogers is a major artery into downtown and the event is on a Saturday afternoon/early evening when hopefully people are coming downtown to eat and drink it's a concern. Like James, I would like to see a detour plan for traffic coming from the south.

Also, I recommend not closing Rogers all the way to Madison as that closes off access from Rogers to College. If the boundary could be adjusted to just north of the railroad tracks it would still allow access between the two streets through the Nay parking lot and city hall parking lot. College would need to be closed just south of FRESH parking lot to prevent the scenario James mentions below but still allow access to FRESH and Southern Roots Brewing.

Anita

From: Gaertner, James
Sent: Thursday, July 14, 2022 8:16 AM
To: Villarreal, Amber <avillarreal@waxahachie.com>; Martinez, Gumaro <gmartinez@waxahachie.com>; Barnes, Bradley <bradley.barnes@waxahachie.com>; Campos, Yadira <ycampos@waxahachie.com>; Skistimas, Kelly <kelly.skistimas@waxahachie.com>; Mosley, Laurie <lmosley@waxahachiecvb.com>; Massey, Matt <mmassey@waxahachie.com>; Wade Goolsbey <wgoolsby@waxahachiepd.org>; Ricky Boyd <rboyd@waxahachiefire.org>; Simpson, Anita <asimpson@waxahachie.com>; Me'Lony Jordan <mjordan@waxahachie.com>
Cc: Scott, Michael <msscott@waxahachie.com>; Lawrence, Albert <alawrence@waxahachie.com>; Bonner, Jami <jami.bonner@waxahachie.com>; Crocker, Clarice <ccrocker@waxahachie.com>
Subject: RE: 2022 Back to School Bash application

Closing Roger Street from Cantrell complicates things, since they would have to direct traffic towards the viaduct. We would need more detailed detour plan for traffic and have to take into account the detour signs in place with the Viaduct project.

Are they requesting to close Roger Street but not College Street adjacent to the Railyard? They may get a lot of vehicles going down College Street and then doing 3 point turns in front of the amphitheater if we don't close College Street as well.



James Gaertner, PE, CFM
Director of Public Works & Engineering
401 S. Rogers St.
Waxahachie, TX 75165
Office: 469-309-4301
jgaertner@waxahachie.com

(54)

Villarreal, Amber

From: Boyd, Ricky <RBoyd@waxahachiefire.org>
Sent: Wednesday, July 13, 2022 5:42 PM
To: Villarreal, Amber
Subject: Re: 2022 Back to School Bash application
Attachments: image001.png; 2022BackToSchoolBash.pdf

I have no concerns.

Sent from my iPhone

On Jul 13, 2022, at 17:02, Villarreal, Amber <avillarreal@waxahachie.com> wrote:

For your review/comments. If possible, can you send your comments to me by tomorrow afternoon so we can try to get this on the July 18th Council agenda.

Thank you,

Amber Villarreal, TRMC, CMC
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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Attention Public Officials: A "Reply to All" of this email message could lead to violations of the Texas Open Meetings Act. If replying, please reply only to the sender.

From: Skistimas, Kelly
Sent: Wednesday, July 13, 2022 4:04 PM
To: Villarreal, Amber <avillarreal@waxahachie.com>; Bonner, Jami <jami.bonner@waxahachie.com>
Subject: 2022 Back to School Bash application

Good afternoon Amber.

Attached is an application for the Back to School Bash August 6th. We had a meeting today and are asking for more of a street closure than we typically do for Railyard, so I am submitting an application.

The basketball team will be set-up at the basketball courts, and the baseball team will be set-up near them with a dunk tank. This is mean a lot of foot traffic back and forth crossing Rogers St. between the hike and bike trail/basketball courts and Railyard Park, so we are asking for a Rogers Street closure for safety. The event takes place from 4-7PM.

Kelly Skistimas
Cultural Arts and Programming Manager
City of Waxahachie

(5d)



Application for a Festival or Event Permit

Event Name and Description: CIDS in the Park "Party on the Square"

Applicant Information

Name: Terry Hill
Address: 207 Nocona Drive
City, State, Zip: WAXAHACHIE, TX 75145 Phone: 972-921-5187
E-mail Address: CIDSinthePark@yahoo.com

Organization Information

Organization Name: CIDS in the Park
Address: 207 Nocona Drive
Authorized Head of Organization: Terry Hill
Phone: 972-921-5187 E-mail Address: CIDSinthePark@yahoo.com

Event Chairperson/Contact

Name: SAME as Above
Address: _____
City, State, Zip: _____ Phone: _____
E-mail Address: _____

Event Information

Event Location/Address: Down town WAXAHACHIE
Purpose: _____
Event Start Date and Time: 5:30 PM September 17, 2022

(5d)

Event End Date and Time: September 17th, 10pm

Approximate Number of Persons Attending Event Per Day: 2500 to 3500

Site Preparation and Set-Up Date and Time: September 17th

Clean-Up Completion Date and Time: September 18th 10AM

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.

Concert and truck show

Wanting to use Rogers, Franklin + College St.

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

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

Big Al's will be applying for the permit.

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

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

Will dumpsters be needed? NO

Will an Unmanned Aircraft Systems Unit (drone) be used? YES/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. DUE TO COVID-19, I ALSO UNDERSTAND APPROVAL OF MY EVENT IS SUBJECT TO THE THEN CURRENT NECESSARY PRECAUTIONS RESULTING FROM COVID CASE TRENDS AS WELL AS ANY CHANGE IN ACCORDANCE WITH FEDERAL, STATE, OR LOCAL ORDERS.

[Signature]
Signature of Applicant

1/3/22
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).

Revised 11-4-2020

Received: 16 letters of support

Received: letter of support from Waxahachie DMA



(5d)

July 12, 2022

Waxahachie City Council
PO Box 757
Waxahachie, TX 75168



Re: C10's in the Park "Party on the Square"

Dear Council Members:

Please let this letter serve as official support from the Waxahachie Downtown Merchants Association for the proposed Event Application for C10's on the Park "Party on the Square" from Terry Hill.

The Association voted unanimously in support of the event as described in the proposed application during our general body meeting, on July 6th, 2022 (documented in the attached meeting minutes).

A. Shane Henry
President - WDMA

Waxahachie Downtown Merchant Meeting

Minutes July 6, 2022

Call to Order: 8:35 By Shane Henry

Attendees: Shane Henry, Monica Boyd, Patti Holloway, Amy Waters, Amy Evans, Amber Adams, Paul Wirth, Anita Simpson, Shanna Dunn, Susi Vincent, Brittany Cox, Casey Cox, Michelle Hall, Ashley McCarty, Trudy Hankins, Lisa O'Brien, Kevin Strength, Ashley Cooper, Laurie Mosley

Approval of June Minutes: Motion: Patty 2nd: Susi

Treasurers report: Amy Waters \$57,467.73

Events: Brittany / Amber Adams

7/14 LNO - Events committee is focusing on September since August falls on the first day of school.

7/22-23 Christmas in July - Santa will be walking around, sidewalk sale and looking for family fun.

7/26 Events Committee Meeting - Meets the last Tuesday of every month. If you would like to be on the text message group please download the groupme app on your phone and join the group - link - https://groupme.com/join_group/87251342/wLIPZD2a

8/6 Back to School Bash at Railyard Park from 4pm-7pm. There are 15 vendor spots available and food trucks.

Visitors Report: Laurie

Sylvia is recovering beautifully and we hope to see her real soon.

Membership update: Amy Evans

Welcome new members: Prickly Boba located at 150 US-77 Ste. C. Go visit them for some Tea, Iced Coffee or Dirty Desert Soda.

CVB Update: Laurie Mosley

Monica has been busy planning for Texas Country Reporter on 10/29.

(5d)

Chamber Update: Kevin Strength

If you are a member of WDMA you also have access to some of the Chamber Benefits; listed in the directory, marketing, Facebook, newsletter and quarterly events like Coffee Connections, Lunch with Leaders and some of the educational classes.

Railyard Park: Kelly Skistmas

Come down for Saturday Morning Fitness and on 8/6 for the Back to School Bash.

Downtown Update: Anita Brown

A look at the new concept for the vacant lot on College Street. A beautiful building with a rooftop restaurant, living space and retail space on the lower level has been proposed and accepted.

Nominations for the Texas Downtown Association have been made for several businesses in downtown including The Depot, Railyard Park and Texas Country Reporter.

Farmers Market is doing really well and everyone loves the new location.

Other Business:

C-10 on the Square 9/17 5:30pm-10pm - S.College will be shut down for approximately over 2500 people to visit downtown. They have gotten approval from the businesses that will be affected by the closure. This was also discussed by the Waxahachie Downtown Merchant Association during the July meeting. Motion to approve the street closure made by Trudy Hankins 2nd by Susie Vincent. All in favor. No nays.

September Junk In The Trunk - 9/17 Since the businesses have already been contacted and agreed to close for C-10's they will close Junk in the Trunk at 4pm to get ready for C-10's at 5:30pm. Amy Waters will work on the Event Application for the City.

Civic Center Display - The WDMA has a small display case at the civic center with items from WDMA businesses. If you would like your business displayed her or can help update the display please contact Shane.

Liberty & Lemonade was July 2nd, 85 tickets were sold profiting \$600.

Concern about the project on S College - This area is very messy and seems to be a hazard with open man hole covers, barricades, spills, mud and piles of debris. Anita has put Casey in touch with the construction company in charge of the project.

Adjourned 9:32

Notes taken by Amy Evans

(5d)

Bonner, Jami

From: Boyd, Ricky <RBoyd@waxahachiefire.org>
Sent: Friday, March 11, 2022 11:02 AM
To: Bonner, Jami
Subject: RE: Event Application - C10s in the Park - Party on the Square

I have no concerns with this request.

Ricky Boyd, Fire Chief

Waxahachie Fire-Rescue

214-463-9335

From: Bonner, Jami [mailto:jami.bonner@waxahachie.com]
Sent: Friday, March 11, 2022 10:56 AM
To: Gaertner, James <jgaertner@waxahachie.com>; Massey, Matt <mmassey@waxahachie.com>; Brooks, Shon <sbrooks@waxahachie.com>; Simpson, Anita <asimpson@waxahachie.com>; Griffith, Thomas <john.griffith@waxahachie.com>; Boyd, Ricky <RBoyd@waxahachiefire.org>; Wade Goolsbey <wgoolsby@waxahachiepd.org>; Mosley, Laurie <lmosley@waxahachiecvb.com>
Cc: Scott, Michael <msscott@waxahachie.com>; Lawrence, Albert <alawrence@waxahachie.com>; Villarreal, Amber <avillarreal@waxahachie.com>; Crocker, Clarice <ccrocker@waxahachie.com>
Subject: Event Application - C10s in the Park - Party on the Square

[EXTERNAL SENDER] – This email may be from an untrusted source. Links and attachments within this email may be at greater risk of being malicious or threatening in nature. If this is an unexpected email, please contact the sender via phone to verify authenticity prior to opening or accessing contents.

For your review / comments. Thank you.

Jami Bonner
Assistant City Secretary
City of Waxahachie
Direct (469) 309-4005 | Fax (469) 309-4003 | PO Box 757, Waxahachie, Texas 75168
www.waxahachie.com

(sd)

Bonner, Jami

From: Wade Goolsby <wgoolsby@waxahachiepd.org>
Sent: Monday, March 14, 2022 10:11 AM
To: Bonner, Jami
Subject: RE: Event Application - C10s in the Park - Party on the Square

My only concern is whether the streets will be open by then and that we will be shutting down streets at that point.

Wade G. Goolsby
Chief of Police
Waxahachie Police Department
469-309-4411

H.E.A.R.T

Honor Ethics Accountability Respect Transparency

From: Bonner, Jami <jami.bonner@waxahachie.com>
Sent: Friday, March 11, 2022 10:56 AM
To: Gaertner, James <jgaertner@waxahachie.com>; Massey, Matt <mmassey@waxahachie.com>; Brooks, Shon <sbrooks@waxahachie.com>; Simpson, Anita <asimpson@waxahachie.com>; Griffith, Thomas <john.griffith@waxahachie.com>; Boyd, Ricky <RBoyd@waxahachiefire.org>; Wade Goolsby <wgoolsby@waxahachiepd.org>; Mosley, Laurie <Imosley@waxahachiecvb.com>
Cc: Scott, Michael <msscott@waxahachie.com>; Lawrence, Albert <alawrence@waxahachie.com>; Villarreal, Amber <avillarreal@waxahachie.com>; Crocker, Clarice <ccrocker@waxahachie.com>
Subject: Event Application - C10s in the Park - Party on the Square

For your review / comments. Thank you.

Jami Bonner
Assistant City Secretary
City of Waxahachie
Direct (469) 309-4005 | Fax (469) 309-4003 | PO Box 757, Waxahachie, Texas 75168
www.waxahachie.com

(5d)

Bonner, Jami

From: Griffith, Thomas
Sent: Monday, March 14, 2022 11:15 AM
To: Bonner, Jami
Subject: RE: Event Application - C10s in the Park - Party on the Square

Emergency Management would like for them to have a safety plan.

Thanks!

Thomas Griffith
City of Waxahachie
Emergency Management Coordinator

630 Farley Street
Waxahachie, Texas 75165
O: (469) 309-4417
M: (469) 550 - 3231

- Wash hands often for 20 seconds and encourage others to do the same.
- If no soap and water are available, use hand sanitizer with at least 60% alcohol.
- Cover coughs and sneezes with a tissue, then throw the tissue away.
- Avoid touching your eyes, nose, and mouth with unwashed hands.
- Disinfect surfaces, buttons, handles, knobs, and other places touched often.
- Avoid close contact with people who are sick.

From: Bonner, Jami <jami.bonner@waxahachie.com>
Sent: Friday, March 11, 2022 10:56 AM
To: Gaertner, James <jgaertner@waxahachie.com>; Massey, Matt <mmassey@waxahachie.com>; Brooks, Shon <sbrooks@waxahachie.com>; Simpson, Anita <asimpson@waxahachie.com>; Griffith, Thomas <john.griffith@waxahachie.com>; Ricky Boyd <rboyd@waxahachiefire.org>; Wade Goolsbey <wgoolsby@waxahachiepd.org>; Mosley, Laurie <lmosley@waxahachiecvb.com>
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Subject: Event Application - C10s in the Park - Party on the Square

For your review / comments. Thank you.

Jami Bonner
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www.waxahachie.com

(5d)

Bonner, Jami

From: Gaertner, James
Sent: Monday, March 14, 2022 3:05 PM
To: Bonner, Jami; Massey, Matt; Brooks, Shon; Simpson, Anita; Griffith, Thomas; Ricky Boyd; Wade Goolsbey; Mosley, Laurie
Cc: Scott, Michael; Lawrence, Albert; Villarreal, Amber; Crocker, Clarice
Subject: RE: Event Application - C10s in the Park - Party on the Square

If everyone is ok with this event, just let us know how much barricades are needed.

James Gaertner, PE, CFM, CPM
Director of Public Works & Engineering
Office: 469-309-4301
jgaertner@waxahachie.com

From: Bonner, Jami <jami.bonner@waxahachie.com>
Sent: Friday, March 11, 2022 10:56 AM
To: Gaertner, James <jgaertner@waxahachie.com>; Massey, Matt <mmassey@waxahachie.com>; Brooks, Shon <sbrooks@waxahachie.com>; Simpson, Anita <asimpson@waxahachie.com>; Griffith, Thomas <john.griffith@waxahachie.com>; Ricky Boyd <rboyd@waxahachiefire.org>; Wade Goolsbey <wgoolsby@waxahachiepd.org>; Mosley, Laurie <lmosley@waxahachiecvb.com>
Cc: Scott, Michael <msscott@waxahachie.com>; Lawrence, Albert <alawrence@waxahachie.com>; Villarreal, Amber <avillarreal@waxahachie.com>; Crocker, Clarice <ccrocker@waxahachie.com>
Subject: Event Application - C10s in the Park - Party on the Square

For your review / comments. Thank you.

Jami Bonner
Assistant City Secretary
City of Waxahachie
Direct (469) 309-4005 | Fax (469) 309-4003 | PO Box 757, Waxahachie, Texas 75168
www.waxahachie.com



(52)

Application for a Festival or Event Permit

Event Name and Description: Walk A Mile In Our Shoes - Domestic Abuse Awareness Walk
Supporting The Heights Ellis County Family Resources as a resource for survivors in our county.

Applicant Information

Name: Jay Trull
Address: 2036 Greathouse Road
City, State, Zip: Waxahachie, Tx, 75167 Phone: 927-921-8777
E-mail Address: jay@theheightselliscounty.org

Organization Information

Organization Name: The Heights Ellis County Family Resources
Address: 2330 W FM 875
Authorized Head of Organization: Jennifer Salzman
Phone: 972-989-8938 E-mail Address: jennifer@theheightselliscounty.org

Event Chairperson/Contact

Name: Jay Trull
Address: 2036 Greathouse Road
City, State, Zip: Waxahachie, TX 75167 Phone: 972-921-8777
E-mail Address: jay@theheightselliscounty.org

Event Information

Event Location/Address: Ellis County Courthouse
Purpose: _____
Event Start Date and Time: October 1, 2022 - 8AM
Event End Date and Time: October 1, 2022 - Noon

(52)

Approximate Number of Persons Attending Event Per Day: 250

Site Preparation and Set-Up Date and Time: 8AM

Clean-Up Completion Date and Time: Noon

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.

Checkin for participants to receive shirts will start at 9. We will have a short program on the courthouse lawn at 10AM

We will then walk down ~~college~~ street on the side walks until we arrive at the covenant life church. We will then walk through the church parking lot and building and then walk up rogers street on the sidewalks back to the courthouse for dismissal

Rogers

Requested City Services: none

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

If yes, contact the City Health Inspector, (469) 309-4134, for permitting requirements and compliance.

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

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

Will dumpsters be needed? No

Will an Unmanned Aircraft Systems Unit (drone) be used? **YES/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. DUE TO COVID-19, I ALSO UNDERSTAND APPROVAL OF MY EVENT IS SUBJECT TO THE THEN CURRENT NECESSARY PRECAUTIONS RESULTING FROM COVID CASE TRENDS AS WELL AS ANY CHANGE IN ACCORDANCE WITH FEDERAL, STATE, OR LOCAL ORDERS.

Jason Trull

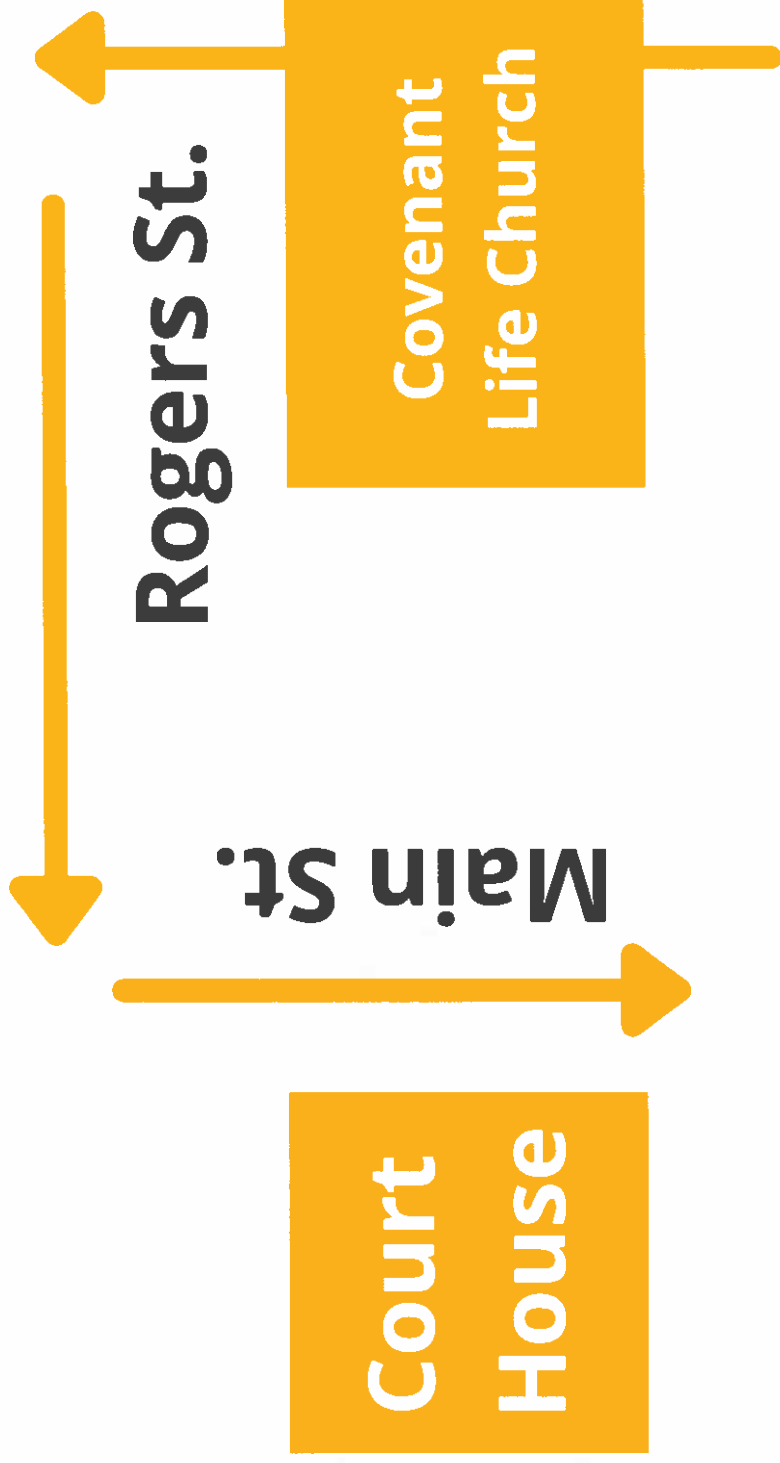
Signature of Applicant

6-21-22

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).**

Walk Route



(52)

College St.

(5e)

Bonner, Jami

From: J Trull <j
Sent: Tuesday, June 21, 2022 3:15 PM
To: Villarreal, Amber; Bonner, Jami
Subject: Walk Event

Amber,

I hope you are well. I am the Operations Director for The Heights Ellis County Family Resource Center. We are a resource for victims of domestic abuse in Ellis County. October is the National Domestic Abuse Awareness Month and we would like to request approval to have a Domestic Abuse Awareness Walk in downtown Waxahachie on October 1, 2022 from 8-12. I am not sure if you are the same person I talked to last year about getting approval for the walk but we are hoping to schedule the same walk as last year. The second annual walk will start at the Ellis County Courthouse (which we already have approved from Judge Little) and then go down the sidewalk on College until we get to the Covenant Life Church where we will go through their parking lot and building (also approved by their church) and then walk on the sidewalk of Rogers street back to the Courthouse. We are not requesting the closure of any streets. What do I need to do to request this approval?

Please let me know.

Jay Trull

Bonner, Jami

(5e)

From: Bonner, Jami
Sent: Wednesday, June 29, 2022 4:27 PM
To: Gaertner, James; Wade Goolsbey; Ricky Boyd; Massey, Matt; Simpson, Anita; Griffith, Thomas
Cc: Scott, Michael; Lawrence, Albert; Villarreal, Amber; Crocker, Clarice
Subject: RE: Event Application - Walk A Mile in our Shoes 10/1/2022
Attachments: EA2022.10.01 Walk A Mile In Our Shoes - Domestic Abuse Awareness Walk.pdf

The applicant has agreed to use Rogers St. (walk north on Rogers St., turn around at Covenant Life Church, walk south Rogers St. back to the Court House) as a backup if construction on College St. is not complete by the event date.

From: Gaertner, James <jgaertner@waxahachie.com>
Sent: Tuesday, June 21, 2022 5:12 PM
To: Bonner, Jami <jami.bonner@waxahachie.com>; Wade Goolsbey <wgoolsby@waxahachiepd.org>; Ricky Boyd <rboyd@waxahachiefire.org>; Massey, Matt <mmassey@waxahachie.com>; Simpson, Anita <asimpson@waxahachie.com>; Griffith, Thomas <john.griffith@waxahachie.com>
Cc: Scott, Michael <msscott@waxahachie.com>; Lawrence, Albert <alawrence@waxahachie.com>; Villarreal, Amber <avillarreal@waxahachie.com>; Crocker, Clarice <ccrocker@waxahachie.com>
Subject: RE: Event Application - Walk A Mile in our Shoes 10/1/2022

There is construction along College Street and it is anticipated to continue beyond October 1st. There should not be construction going on that Saturday, but I don't know what the condition of the sidewalks will be at that time.

Please advise them to look at an alternate route from College Street, but that can go through Main Street and reach the Covenant Life Church.

James Gaertner

From: Bonner, Jami <jami.bonner@waxahachie.com>
Sent: Tuesday, June 21, 2022 4:45 PM
To: Wade Goolsbey <wgoolsby@waxahachiepd.org>; Ricky Boyd <rboyd@waxahachiefire.org>; Gaertner, James <jgaertner@waxahachie.com>; Massey, Matt <mmassey@waxahachie.com>; Simpson, Anita <asimpson@waxahachie.com>; Griffith, Thomas <john.griffith@waxahachie.com>
Cc: Scott, Michael <msscott@waxahachie.com>; Lawrence, Albert <alawrence@waxahachie.com>; Villarreal, Amber <avillarreal@waxahachie.com>; Crocker, Clarice <ccrocker@waxahachie.com>
Subject: Event Application - Walk A Mile in our Shoes 10/1/2022

For your review / comments.

On page 2, the second line of the "list all activities..." section says "We will then walk down College Street on the sidewalks until we arrive at the Covenant Life Church. We will then walk through the church parking lot and building and then walk up Rogers Street on the sidewalks back to the Courthouse for dismissal."

The applicant is not requesting any street closures.

Thank you.

(5^e)

Bonner, Jami

From: Gaertner, James
Sent: Tuesday, June 21, 2022 5:12 PM
To: Bonner, Jami; Wade Goolsbey; Ricky Boyd; Massey, Matt; Simpson, Anita; Griffith, Thomas
Cc: Scott, Michael; Lawrence, Albert; Villarreal, Amber; Crocker, Clarice
Subject: RE: Event Application - Walk A Mile in our Shoes 10/1/2022

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Cc: Scott, Michael <msscott@waxahachie.com>; Lawrence, Albert <alawrence@waxahachie.com>; Villarreal, Amber <avillarreal@waxahachie.com>; Crocker, Clarice <ccrocker@waxahachie.com>
Subject: Event Application - Walk A Mile in our Shoes 10/1/2022

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The applicant is not requesting any street closures.

Thank you.

Jami Bonner
Assistant City Secretary
City of Waxahachie
Direct (469) 309-4005 | Fax (469) 309-4003 | PO Box 757, Waxahachie, Texas 75168
www.waxahachie.com

(5e)

Bonner, Jami

From: Boyd, Ricky <RBoyd@waxahachiefire.org>
Sent: Wednesday, June 22, 2022 7:17 AM
To: Bonner, Jami
Subject: RE: Event Application - Walk A Mile in our Shoes 10/1/2022

No concerns

Ricky Boyd, Fire Chief

Waxahachie Fire-Rescue
214-463-9335

From: Bonner, Jami <jami.bonner@waxahachie.com>
Sent: Tuesday, June 21, 2022 4:45 PM
To: Wade Goolsby <wgoolsby@waxahachiepd.org>; Boyd, Ricky <RBoyd@waxahachiefire.org>; Gaertner, James <jgaertner@waxahachie.com>; Massey, Matt <mmassey@waxahachie.com>; Simpson, Anita <asimpson@waxahachie.com>; Griffith, Thomas <john.griffith@waxahachie.com>
Cc: Scott, Michael <msscott@waxahachie.com>; Lawrence, Albert <alawrence@waxahachie.com>; Villarreal, Amber <avillarreal@waxahachie.com>; Crocker, Clarice <ccrocker@waxahachie.com>
Subject: Event Application - Walk A Mile in our Shoes 10/1/2022

For your review / comments.

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Assistant City Secretary
City of Waxahachie
Direct (469) 309-4005 | Fax (469) 309-4003 | PO Box 757, Waxahachie, Texas 75168
www.waxahachie.com

(5e)

Bonner, Jami

From: Wade Goolsby <wgoolsby@waxahachiepd.org>
Sent: Wednesday, June 22, 2022 9:28 AM
To: Bonner, Jami
Subject: RE: Event Application - Walk A Mile in our Shoes 10/1/2022

I don't have any issues with it but agree with James with regard to the construction on College St.

Wade G. Goolsby
Chief of Police
Waxahachie Police Department
469-309-4411

H.E.A.R.T

Honor Ethics Accountability Respect Transparency

From: Bonner, Jami <jami.bonner@waxahachie.com>
Sent: Tuesday, June 21, 2022 4:45 PM
To: Wade Goolsby <wgoolsby@waxahachiepd.org>; Boyd, Ricky <RBoyd@waxahachiefire.org>; Gaertner, James <jgaertner@waxahachie.com>; Massey, Matt <mmassey@waxahachie.com>; Simpson, Anita <asimpson@waxahachie.com>; Griffith, Thomas <john.griffith@waxahachie.com>
Cc: Scott, Michael <msscott@waxahachie.com>; Lawrence, Albert <alawrence@waxahachie.com>; Villarreal, Amber <avillarreal@waxahachie.com>; Crocker, Clarice <ccrocker@waxahachie.com>
Subject: Event Application - Walk A Mile in our Shoes 10/1/2022

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The applicant is not requesting any street closures.

Thank you.

Jami Bonner
Assistant City Secretary
City of Waxahachie
Direct (469) 309-4005 | Fax (469) 309-4003 | PO Box 757, Waxahachie, Texas 75168
www.waxahachie.com

(5f)



Application for a Festival or Event Permit

Event Name and Description: _____

Chautaugua Celebrates Cowboy Poetry

Applicant Information

Name: KIRK HUNTER

Address: 1112 WEST JEFFERSON ST.

City, State, Zip: WAXAHACHIE, TX 75865 Phone: 214-693-8179

E-mail Address: _____

Organization Information

Organization Name: Chautaugua Preservation Society

Address: P.O. Box 126, Waxahachie, TX 75165

Authorized Head of Organization: KIRK HUNTER, PRES.

Phone: 214-693-8179 E-mail Address: _____

Event Chairperson/Contact

Name: DAVID SMITH

Address: 905 West Main St.

City, State, Zip: Waxahachie, TX 75165 Phone: 972-938-2804

E-mail Address: _____

Event Information

Event Location/Address: Chautaugua Auditorium & Getzenlen Park

Purpose: Entertainment & Education

Event Start Date and Time: Sat. Oct 8, 2022 7:00 a.m.

Event End Date and Time: Sat. Oct 8, 2022 6:00 p.m.

(5f)

Approximate Number of Persons Attending Event Per Day: 300

Site Preparation and Set-Up Date and Time: Thurs, Oct 6 afternoon

Clean-Up Completion Date and Time: Sun, Oct 9 afternoon

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. 40 ft pole tent in Park

Presentations & Performances in Auditorium - Bird of Prey

Flight demonstration in Park, Trash Can Transformation (Park),

Chuck wagon breakfast - will dig fire pit in Park

Requested City Services: _____

Acquiring 40 metal cans to paint.

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

If yes, contact the City Health Inspector, (469) 309-4134, for permitting requirements and compliance.

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

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

Will dumpsters be needed? NO

Will an Unmanned Aircraft Systems Unit (drone) be used? YES ☒ 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. DUE TO COVID-19, I ALSO UNDERSTAND APPROVAL OF MY EVENT IS SUBJECT TO THE THEN CURRENT NECESSARY PRECAUTIONS RESULTING FROM COVID CASE TRENDS AS WELL AS ANY CHANGE IN ACCORDANCE WITH FEDERAL, STATE, OR LOCAL ORDERS.

Kirk Hunter

Signature of Applicant

17 June 2022

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).

(5f)

Bonner, Jami

From: Wade Goolsby <wgoolsby@waxahachiepd.org>
Sent: Monday, June 27, 2022 9:34 AM
To: Bonner, Jami; Ricky Boyd; Griffith, Thomas; Martinez, Gumaro; Barnes, Bradley; Campos, Yadira; Mosley, Laurie; Me'Lony Jordan
Cc: Scott, Michael; Lawrence, Albert; Crocker, Clarice; Villarreal, Amber
Subject: RE: Event Application - Chautauqua Celebrates Cowboy Poetry 10.08.2022

I don't have any issues with it, but Ricky, Brad or Gumaro may have concerns about the comment "will dig fire pit in park".

Wade G. Goolsby
Chief of Police
Waxahachie Police Department
469-309-4411

H.E.A.R.T

Honor Ethics Accountability Respect Transparency

From: Bonner, Jami <jami.bonner@waxahachie.com>
Sent: Monday, June 27, 2022 9:14 AM
To: Wade Goolsby <wgoolsby@waxahachiepd.org>; Boyd, Ricky <RBoyd@waxahachiefire.org>; Griffith, Thomas <john.griffith@waxahachie.com>; Martinez, Gumaro <gmartinez@waxahachie.com>; Barnes, Bradley <bradley.barnes@waxahachie.com>; Campos, Yadira <ycampos@waxahachie.com>; Mosley, Laurie <lmosley@waxahachiecvb.com>; Me'Lony Jordan <mjordan@waxahachie.com>
Cc: Scott, Michael <msscott@waxahachie.com>; Lawrence, Albert <alawrence@waxahachie.com>; Crocker, Clarice <ccrocker@waxahachie.com>; Villarreal, Amber <avillarreal@waxahachie.com>
Subject: Event Application - Chautauqua Celebrates Cowboy Poetry 10.08.2022

For your review / comments. Thank you.

Gumaro and Brad have met with the applicant at the park to review the application.

Jami Bonner
Assistant City Secretary
City of Waxahachie
Direct (469) 309-4005 | Fax (469) 309-4003 | PO Box 757, Waxahachie, Texas 75168
www.waxahachie.com

(5f)

Bonner, Jami

From: Myers, Gary <GMyers@waxahachiefire.org>
Sent: Monday, June 27, 2022 9:33 AM
To: Ricky Boyd
Cc: Bonner, Jami; Fuller, Brent
Subject: Re: Event Application - Chautauqua Celebrates Cowboy Poetry 10.08.2022
Attachments: EA2022.10.08 Chautauqua Celebrates Cowboy Poetry.pdf

Jami

I will contact the event sponsor directly and then follow up with you.

Gary Myers

Sent from my iPhone. Gary Myers

On Jun 27, 2022, at 9:28 AM, Boyd, Ricky <RBoyd@waxahachiefire.org> wrote:

Since they are asking for a fire pit in the park, Chief Myers and/or Fire Marshal Fuller will need to weigh in on this request. Otherwise, I have no concerns.

Gary and/or Brent, please add your comments.

Thank you.

Ricky Boyd, Fire Chief

Waxahachie Fire-Rescue

214-463-9335

From: Bonner, Jami <jami.bonner@waxahachie.com>
Sent: Monday, June 27, 2022 9:14 AM
To: Wade Goolsby <wgoolsby@waxahachiepd.org>; Boyd, Ricky <RBoyd@waxahachiefire.org>; Griffith, Thomas <john.griffith@waxahachie.com>; Martinez, Gumaro <gmartinez@waxahachie.com>; Barnes, Bradley <bradley.barnes@waxahachie.com>; Campos, Yadira <ycampos@waxahachie.com>; Mosley, Laurie <lmosley@waxahachiecvb.com>; Me'Lony Jordan <mjordan@waxahachie.com>
Cc: Scott, Michael <msscott@waxahachie.com>; Lawrence, Albert <alawrence@waxahachie.com>; Crocker, Clarice <ccrocker@waxahachie.com>; Villarreal, Amber <avillarreal@waxahachie.com>
Subject: Event Application - Chautauqua Celebrates Cowboy Poetry 10.08.2022

For your review / comments. Thank you.

Gumaro and Brad have met with the applicant at the park to review the application.

Jami Bonner

Assistant City Secretary

City of Waxahachie

Direct (469) 309-4005 | Fax (469) 309-4003 | PO Box 757, Waxahachie, Texas 75168

(5f)

Bonner, Jami

From: Boyd, Ricky <RBoyd@waxahachiefire.org>
Sent: Monday, June 27, 2022 9:29 AM
To: Bonner, Jami
Cc: Gary Myers; Fuller, Brent
Subject: FW: Event Application - Chautauqua Celebrates Cowboy Poetry 10.08.2022
Attachments: EA2022.10.08 Chautauqua Celebrates Cowboy Poetry.pdf

Since they are asking for a fire pit in the park, Chief Myers and/or Fire Marshal Fuller will need to weigh in on this request. Otherwise, I have no concerns.

Gary and/or Brent, please add your comments.

Thank you.

Ricky Boyd, Fire Chief

Waxahachie Fire-Rescue

214-463-9335

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Sent: Monday, June 27, 2022 9:14 AM
To: Wade Goolsby <wgoolsby@waxahachiepd.org>; Boyd, Ricky <RBoyd@waxahachiefire.org>; Griffith, Thomas <john.griffith@waxahachie.com>; Martinez, Gumaro <gmartinez@waxahachie.com>; Barnes, Bradley <bradley.barnes@waxahachie.com>; Campos, Yadira <ycampos@waxahachie.com>; Mosley, Laurie <lmosley@waxahachiecvb.com>; Me'Lony Jordan <mjordan@waxahachie.com>
Cc: Scott, Michael <msscott@waxahachie.com>; Lawrence, Albert <alawrence@waxahachie.com>; Crocker, Clarice <ccrocker@waxahachie.com>; Villarreal, Amber <avillarreal@waxahachie.com>
Subject: Event Application - Chautauqua Celebrates Cowboy Poetry 10.08.2022

For your review / comments. Thank you.

Gumaro and Brad have met with the applicant at the park to review the application.

Jami Bonner
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www.waxahachie.com

(5f)

Bonner, Jami

From: Me'Lony Jordan
Sent: Monday, June 27, 2022 9:47 AM
To: Bonner, Jami
Subject: RE: Event Application - Chautauqua Celebrates Cowboy Poetry 10.08.2022

Chuck wagon breakfast needs to be permitted.



MeLony Jordan
Health Inspector/CCO
Office: (469) 309-4134
Mobile: (972) 740-6724

From: Bonner, Jami <jami.bonner@waxahachie.com>
Sent: Monday, June 27, 2022 9:14 AM
To: Wade Goolsbey <wgoolsby@waxahachiepd.org>; Ricky Boyd <rboyd@waxahachiefire.org>; Griffith, Thomas <john.griffith@waxahachie.com>; Martinez, Gumaro <gmartinez@waxahachie.com>; Barnes, Bradley <bradley.barnes@waxahachie.com>; Campos, Yadira <ycampos@waxahachie.com>; Mosley, Laurie <lmosley@waxahachiecvb.com>; Me'Lony Jordan <mjordan@waxahachie.com>
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For your review / comments. Thank you.

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www.waxahachie.com

(5f)

Bonner, Jami

From: Martinez, Gumaro
Sent: Monday, June 27, 2022 10:11 AM
To: Bonner, Jami; Wade Goolsbey; Ricky Boyd; Griffith, Thomas; Barnes, Bradley; Campos, Yadira; Mosley, Laurie; Me'Lony Jordan
Cc: Scott, Michael; Lawrence, Albert; Crocker, Clarice; Villarreal, Amber
Subject: RE: Event Application - Chautauqua Celebrates Cowboy Poetry 10.08.2022

I don't have any issues with this event.

Staff met with David Smith and discussed the location of the fire pit being away from the Chautauqua and center of the park (see approximate location of fire pit designated in red below).

A steel box fire pit will be used. The organizer will send additional information on the actual pit. Staff will build up a dirt 10'x10' fire pit area so there won't be any digging into the ground.

(5f)



Gumaro Martinez
City of Waxahachie
Executive Director of Parks & Leisure Services
401 S. Elm
Waxahachie, TX 75165
469.309.4271 direct
214.903.3676 cell
gmartinez@waxahachie.com

From: Bonner, Jami

Sent: Monday, June 27, 2022 9:14 AM

To: Wade Goolsbey <wgoolsby@waxahachiepd.org>; Ricky Boyd <rboyd@waxahachiefire.org>; Griffith, Thomas <john.griffith@waxahachie.com>; Martinez, Gumaro <gmartinez@waxahachie.com>; Barnes, Bradley <bradley.barnes@waxahachie.com>; Campos, Yadira <ycampos@waxahachie.com>; Mosley, Laurie

(59)



Memorandum

To: Honorable Mayor and City Council

From: Chad Tustison, Finance Director

Thru: Michael Scott, City Manager 

Date: July 18, 2022

Re: City of Denton Interlocal Agreement

Item Description: On Monday, July 18, 2022 an interlocal agreement between the City of Denton and the City of Waxahachie will be presented to Council for consideration.

Item Summary: Staff is requesting the City Council's approval to enter into an interlocal agreement with the City of Denton in reference to Chapter 791 of the Texas Government Code (hereinafter "Interlocal Cooperation Act") to set forth the terms and conditions upon which the City of Denton and the City of Waxahachie may purchase various goods and services on contract that are commonly utilized by each party. The City of Denton and the City of Waxahachie shall each be individually responsible for payments directly to the vendor and for the vendor's compliance with all conditions of delivery and quality of purchased items under such contracts.

Approving this interlocal agreement will allow for potential cost savings and more efficient procurement practices.

**INTERLOCAL COOPERATIVE PURCHASING AGREEMENT
BETWEEN CITY OF WAXAHACHIE AND CITY OF DENTON, TEXAS**

STATE OF TEXAS

COUNTY OF DENTON

THIS INTERLOCAL COOPERATIVE PURCHASING AGREEMENT (the "Agreement") is made on the 18th day of July, 2022, between the City of Denton, and City of Waxahachie; jointly referred to herein as "parties" and each separately as a "party."

WHEREAS, each party is authorized by Chapter 791 of the Texas Government Code (the "Interlocal Cooperation Act"), to enter into joint contracts and agreements for the performance of governmental functions and services including administrative functions normally associated with the operation of government such as purchasing necessary materials and supplies;

WHEREAS, Section 271.102 of the Texas Local Government Code authorizes a local government to participate in a cooperative purchasing program with another local government or a local cooperative organization;

WHEREAS, the parties recognize that participation in this cooperative purchasing program will be highly beneficial to the taxpayers of the parties through anticipated savings to be realized;

WHEREAS, the parties cannot normally obtain the best possible purchase price for materials and supplies acting individually and without cooperation;

WHEREAS, it is deemed in the best interest of all parties that said governments enter into a mutually satisfactory agreement for the purchase of certain materials and supplies; and

WHEREAS, the parties, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party;

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants and conditions contained herein and pursuant to the authority permitted under the Interlocal Cooperation Act, promise and agree as follows:

**I.
Purpose**

- A. The purpose of this Agreement is to establish a cooperative purchasing program between the parties, which will allow each party to purchase goods and services under each other's competitively bid contracts pursuant to Subchapter F, Chapter 271 of the Texas Local Government Code.

**II.
Duration of Agreement**

- A. This Agreement shall be in full force and effect from the date it is duly executed by all parties until terminated by either party to this Agreement. Any party may modify and/or terminate this Agreement in accordance with the following terms and conditions:
- The terms and conditions of this Agreement may be modified upon the mutual consent of all parties. Mutual consent will be demonstrated by approval of the governing body of each party hereto. No modification to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of all parties.
 - This Agreement may be terminated at any time by either party, with or without cause, upon thirty days' written notice to the other party. Unless otherwise specified, written notice shall be deemed to have been duly served if delivered in person, sent (i) as an attachment to an email, (ii) by fax with a successful send confirmation, or (iii) by certified mail to the address as listed herein:

City of Denton: Procurement Division
 Attn: Purchasing Manager
 City of Denton
 901 B Texas Street
 Denton, TX 76209
 Phone: 940-349-7100
 Fax: 940-293-1837
 purchasing@cityofdenton.com

City of Waxahachie: Procurement Division
 Attn: Purchasing Manager
 City of Waxahachie
 401 S. Rogers
 Waxahachie, TX 75168
 469-309-4176
 Jewelie.ramos@waxahachie.com

**III.
Relationship of Parties**

- A. It is agreed that the parties, in receiving products and/or services specified in this Agreement, shall each act as an independent purchaser and shall have control of its needs and the way any such products and/or services are acquired. Neither party is an agent, employee or joint enterprise of the other, and each party is responsible for its own actions, forbearance, negligence and deeds, and for those of its agents or employees, in conjunction with the

utilization and/or cooperative solicitation of any supplier agreement obtained in accordance with Texas law.

- B. The parties shall notify, using the notice procedures set forth in Section II.A, all participating entities of available contracts to include terms of contract, commodity cost, contact names and addresses, and shall keep participating parties informed of all changes to the list of contracts available for cooperative purchasing.
- C. Each party shall ensure that all applicable laws and ordinances have been satisfied with respect to any action taken by such party pursuant to this Agreement.
- D. Nothing in this Agreement shall prevent any participating party from accepting and awarding bids for commodities subject to this Agreement individually and on its own behalf.
- E. Purchasing Agent or their designee, is the official representative to act for the City of Denton in all matters relating to this Agreement.
- F. Purchasing Manager or their designee, is the official representative to act for City of Waxahachie in all matters relating to this Agreement.

IV.

Purchase of Goods and Services

- A. All products and services shall be procured in accordance with all appropriate procedures governing competitive bids and competitive proposals, as required by the laws of the State of Texas.
- B. The parties will be able to purchase from those contracts established by the other party where notice has been given in the bid specifications and the successful bidder has accepted terms for cooperative purchasing agreements for local governments.
- C. The parties hereto agree that the ordering of products and services through this Agreement shall be their individual responsibility and that the successful bidder or bidders shall bill each party directly or, if deemed advantageous by the parties, to both parties.
- D. The parties agree to pay successful bidders directly for all products or services received from current revenues available for such purchase. Each party shall be liable to the successful bidder only for products and services ordered by and received by such party and shall not, by the execution of this Agreement, assume any additional liability.
- E. The parties do not warrant and are not responsible for the quality or delivery of products or services from the successful bidder. The participating parties shall receive all warranties provided by the successful bidder for the products or services purchased.

- F. If any dispute arises between individual parties and a successful bidder, such dispute shall be handled by and between the participating party's governmental body and the bidder.

V.

Liability and Immunity Provisions

- A. It is understood and agreed between the parties that each party hereto shall be responsible for its own and its employees' acts of negligence in connection with this Agreement. Neither party shall be responsible for any negligent act or omission of the other party or its employees in connection with this Agreement. It is specifically agreed that, as between the parties, each party to this Agreement shall be individually and respectively responsible for responding to, dealing with, insuring against, defending, and otherwise handling and managing liability and potential liability of itself and its employees pursuant to this Agreement.
- B. Notwithstanding the foregoing, each party hereto reserves and expressly does not waive any immunity or defense available at law or in equity, including governmental immunity, for any claim or cause of action whatsoever that may arise or result from the services provided and/or any circumstances arising under this Agreement. These provisions are solely for the benefit of the parties hereto and are not for the benefit of any person or entity not a party hereto; this Agreement shall not be interpreted nor construed to give any claim or cause of action to any third party. Neither party shall be held legally liable for any claim or cause of action arising pursuant to or out of the services provided under this Agreement, except as specifically provided by law. Where injury or property damages results from the joint or concurrent negligence of both parties, liability, if any, shall be shared by each party based on comparative responsibility in accordance with the applicable laws of the State of Texas, subject to all defenses available to them, including governmental immunity.
- C. This Agreement is expressly made subject to the parties' governmental immunity under the Texas Civil Practice and Remedies Code and all applicable federal, state, and local laws, rules, regulations, ordinances, and policies. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to either party or to create any legal rights or claim on behalf of any third party. Neither party waive, modify, or alter, to any extent whatsoever, the availability of the defense of governmental immunity under the laws of the State of Texas.

VI.

Miscellaneous

- A. Each party has the full power and authority to enter into and perform this Agreement and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective party.
- B. In the event any one or more of the provisions contained in this Agreement shall be held, for any reason, to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality,

(59)

or unenforceability shall not affect the other provisions and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

- C. This Agreement shall be binding upon the parties hereto, their successors, heirs, personal representatives, and assigns. Neither party will assign or transfer an interest in this Agreement without the prior written consent of the other party.
- D. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in, or claims by, third parties who are not signatories to this Agreement.
- E. This Agreement shall be interpreted in accordance with the laws of the State of Texas and venue of any cause of action concerning this Agreement shall be in a court of competent jurisdiction sitting in Denton County, Texas.
- F. This Agreement, together with any referenced exhibits and attachments, constitutes the entire agreement between the parties hereto, and any prior agreement, assertion, statement, understanding, or other commitment occurring during the term of this Agreement, or subsequent thereto, has no legal force or effect whatsoever, unless properly executed in writing in accordance with Section II.A, and if appropriate, recorded as an amendment of this Agreement.
- G. Failure of any party, at any time, to enforce a provision of this Agreement, shall in no way constitute a waiver of that provision nor in any way affect the validity of this Agreement or the right of either party thereafter to enforce each provision hereof. No term of this Agreement shall be deemed waived or any breach excused unless the waiver shall be in writing and signed by the party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver or excuse of any other different or subsequent breach.
- H. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.
- I. Each party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

[Signature Page to Follow]

(59)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized officers thereon the day and the year first above written.

CITY OF WAXAHACHIE
MICHAEL SCOTT

CITY OF DENTON, TEXAS
SARA HENSLEY

CITY MANAGER

CITY MANAGER

ATTEST:
AMBER VILLARREAL,
CITY SECRETARY

ATTEST:
ROSA RIOS, CITY SECRETARY

BY: _____

BY: _____

APPROVED AS TO LEGAL FORM:
ROBERT BROWN, CITY ATTORNEY

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: _____

BY: _____

(5h)



Memorandum

To: Honorable Mayor and City Council

From: Chad Tustison, Finance Director

Thru: Michael Scott, City Manager

Date: July 18, 2022

Re: City of Mansfield Interlocal Agreement

Item Description: On Monday, July 18, 2022 an interlocal agreement between the City of Mansfield and the City of Waxahachie will be presented to Council for consideration.

Item Summary: Staff is requesting the City Council's approval to enter into an interlocal agreement with the City of Mansfield in reference to Chapter 791 of the Texas Government Code (hereinafter "Interlocal Cooperation Act") to set forth the terms and conditions upon which the City of Mansfield and the City of Waxahachie may purchase various goods and services on contract that are commonly utilized by each party. The City of Mansfield and the City of Waxahachie shall each be individually responsible for payments directly to the vendor and for the vendor's compliance with all conditions of delivery and quality of purchased items under such contracts.

Approving this interlocal agreement will allow for potential cost savings and more efficient procurement practices.

(5h)

INTERLOCAL AGREEMENT

This Interlocal Agreement ("Agreement") is made and entered into this 18th day of July, 2022, by and between the CITY OF MANSFIELD, Texas (hereinafter called "CITY OF MANSFIELD"), and the CITY OF WAXAHACHIE, Texas (hereinafter called "WAXAHACHIE"), each acting by and through its duly authorized officials:

WHEREAS, CITY OF MANSFIELD and WAXAHACHIE are both governmental entities engaged in the purchase of goods and services, which is a recognized governmental function;

WHEREAS, CITY OF MANSFIELD and WAXAHACHIE wish to enter into this Agreement pursuant to Chapter 791 of the Texas Government Code (hereinafter "Interlocal Cooperation Act") to set forth the terms and conditions upon which CITY OF MANSFIELD and WAXAHACHIE may purchase various goods and services commonly utilized by each party;

WHEREAS, participation in an interlocal agreement will be highly beneficial to the taxpayers of CITY OF MANSFIELD and WAXAHACHIE through the anticipated savings to be realized and is of mutual concern to the contracting parties;

WHEREAS, CITY OF MANSFIELD and WAXAHACHIE have current funds available to satisfy any fees owed pursuant to this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, covenants and obligations as set forth herein; CITY OF MANSFIELD and WAXAHACHIE agree as follows:

1. CITY OF MANSFIELD and WAXAHACHIE may cooperate in the purchase of various goods and services commonly utilized by the participants, where available and applicable, and may purchase goods and services from vendors under present and future contracts.
2. CITY OF MANSFIELD and WAXAHACHIE shall each be individually responsible for payments directly to the vendor and for the vendor's compliance with all conditions of delivery and quality of purchased items under such contracts. CITY OF MANSFIELD and WAXAHACHIE shall each make their respective payments from current revenues available to the paying party.
3. Notwithstanding anything herein to the contrary, participation in this Agreement may be terminated by any party upon thirty (30) days written notice to the other participating party(ies).
4. The undersigned officer and/or agents of the party(ies) hereto are duly authorized officials and possess the requisite authority to execute this Agreement on behalf of the parties hereto.

(5h)

5. This Agreement may be executed separately by the participating entities, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

6. This Agreement shall become effective on the day and year first written above (the "Effective Date"). The primary term of this Agreement shall be for one (1) year, commencing on the Effective Date and terminating on July 18, 2022, and shall thereafter automatically renew for successive one-year terms, unless terminated according to the terms set forth in Paragraph 3.

7. To the extent allowed by law, each party agrees to release, defend, indemnify, and hold harmless the other (and its officers, agents, and employees) from and against all claims or causes of action for injuries (including death), property damages (including loss of use), and any other losses, demands, suits, judgments and costs, including reasonable attorneys' fees and expenses, in any way arising out of, related to, or resulting from its performance under this agreement, or caused by its negligent acts or omissions (or those of its respective officers, agents, employees, or any other third parties for whom it is legally responsible) in connection with performing this agreement.

8. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement.

9. The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation having the force and effect of the law, the remaining portions of the Agreement shall be enforced as if the invalid provision had never been included.

10. This Agreement embodies the entire agreement between the parties and may only be modified in writing executed by both parties.

11. This Agreement shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns. Neither party will assign or transfer an interest in this Agreement without the written consent of the other party.

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

13. The declarations, determinations and findings declared, made and found in the preamble to this Agreement are hereby adopted, restated and made part of the operative provisions hereof.

(5h)

EXECUTED hereto on the day and year the agreement is approved and signed by the final party.

CITY OF MANSFIELD

CITY OF WAXAHACHIE

By: Joe Smolinski,
City Manager

By: Michael Scott,
City Manager

STATE OF TEXAS §

COUNTY OF TARRANT §

This instrument was acknowledged before me on the ____ day of _____, 2022, by Joe Smolinski of the **CITY OF MANSFIELD, TEXAS**, a home-rule municipal corporation, on behalf of such corporation.

Notary Public in and for the
State of Texas

STATE OF TEXAS §

COUNTY OF ELLIS §

This instrument was acknowledged before me on the ____ day of _____, 2022, by Michael Scott, City Manager of the **CITY OF WAXAHACHIE, TEXAS**, a home-rule municipal corporation, on behalf of such corporation.

Notary Public in and for the
State of Texas

(51)



Memorandum

To: Honorable Mayor and City Council

From: Chad Tustison, Finance Director

Thru: Michael Scott, City Manager

Date: July 18, 2022

Re: City of Fort Worth Interlocal Agreement

Item Description: On Monday, July 18, 2022 an interlocal agreement between the City of Fort Worth and the City of Waxahachie will be presented to Council for consideration.

Item Summary: Staff is requesting the City Council's approval to enter into an interlocal agreement with the City of Fort Worth in reference to Chapter 791 of the Texas Government Code (hereinafter "Interlocal Cooperation Act") to set forth the terms and conditions upon which the City of Fort Worth and the City of Waxahachie may purchase various goods and services on contract that are commonly utilized by each party. The City of Fort Worth and the City of Waxahachie shall each be individually responsible for payments directly to the vendor and for the vendor's compliance with all conditions of delivery and quality of purchased items under such contracts.

Approving this interlocal agreement will allow for potential cost savings and more efficient procurement practices.

(51)

INTERLOCAL AGREEMENT

This Interlocal Agreement ("Agreement") is made and entered into this 18th day of July, 2022, by and between the CITY OF FORT WORTH, Texas (hereinafter called "CITY OF FORT WORTH"), and the CITY OF WAXAHACHIE, Texas (hereinafter called "WAXAHACHIE"), each acting by and through its duly authorized officials:

WHEREAS, CITY OF FORT WORTH and WAXAHACHIE are both governmental entities engaged in the purchase of goods and services, which is a recognized governmental function;

WHEREAS, CITY OF FORT WORTH and WAXAHACHIE wish to enter into this Agreement pursuant to Chapter 791 of the Texas Government Code (hereinafter "Interlocal Cooperation Act") to set forth the terms and conditions upon which CITY OF FORT WORTH and WAXAHACHIE may purchase various goods and services commonly utilized by each party;

WHEREAS, participation in an interlocal agreement will be highly beneficial to the taxpayers of CITY OF FORT WORTH and WAXAHACHIE through the anticipated savings to be realized and is of mutual concern to the contracting parties;

WHEREAS, CITY OF FORT WORTH and WAXAHACHIE have current funds available to satisfy any fees owed pursuant to this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, covenants and obligations as set forth herein; CITY OF FORT WORTH and WAXAHACHIE agree as follows:

1. CITY OF FORT WORTH and WAXAHACHIE may cooperate in the purchase of various goods and services commonly utilized by the participants, where available and applicable, and may purchase goods and services from vendors under present and future contracts.
2. CITY OF FORT WORTH and WAXAHACHIE shall each be individually responsible for payments directly to the vendor and for the vendor's compliance with all conditions of delivery and quality of purchased items under such contracts. CITY OF FORT WORTH and WAXAHACHIE shall each make their respective payments from current revenues available to the paying party.
3. Notwithstanding anything herein to the contrary, participation in this Agreement may be terminated by any party upon thirty (30) days written notice to the other participating party(ies).
4. The undersigned officer and/or agents of the party(ies) hereto are duly authorized officials and possess the requisite authority to execute this Agreement on behalf of the parties hereto.

(51)

5. This Agreement may be executed separately by the participating entities, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

6. This Agreement shall become effective on the day and year first written above (the "Effective Date"). The primary term of this Agreement shall be for one (1) year, commencing on the Effective Date and terminating on July 18, 2022, and shall thereafter automatically renew for successive one-year terms, unless terminated according to the terms set forth in Paragraph 3.

7. To the extent allowed by law, each party agrees to release, defend, indemnify, and hold harmless the other (and its officers, agents, and employees) from and against all claims or causes of action for injuries (including death), property damages (including loss of use), and any other losses, demands, suits, judgments and costs, including reasonable attorneys' fees and expenses, in any way arising out of, related to, or resulting from its performance under this agreement, or caused by its negligent acts or omissions (or those of its respective officers, agents, employees, or any other third parties for whom it is legally responsible) in connection with performing this agreement.

8. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement.

9. The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation having the force and effect of the law, the remaining portions of the Agreement shall be enforced as if the invalid provision had never been included.

10. This Agreement embodies the entire agreement between the parties and may only be modified in writing executed by both parties.

11. This Agreement shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns. Neither party will assign or transfer an interest in this Agreement without the written consent of the other party.

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

13. The declarations, determinations and findings declared, made and found in the preamble to this Agreement are hereby adopted, restated and made part of the operative provisions hereof.

(5i)

EXECUTED hereto on the day and year the agreement is approved and signed by the final party.

CITY OF FORT WORTH

Anthony Rousseau

By: Anthony Rousseau,
Interim Chief Financial Officer

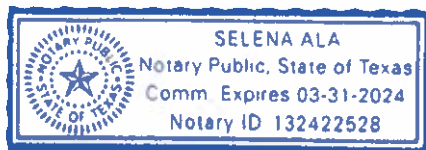
CITY OF WAXAHACHIE

By: Michael Scott,
City Manager

STATE OF TEXAS §

COUNTY OF TARRANT §

This instrument was acknowledged before me on the 14th day of July, 2022, by Anthony Rousseau of the **CITY OF FORT WORTH, TEXAS**, a home-rule municipal corporation, on behalf of such corporation.



Selena Ala
Notary Public in and for the
State of Texas

STATE OF TEXAS §

COUNTY OF ELLIS §

This instrument was acknowledged before me on the ____ day of _____, 2022, by Michael Scott, City Manager of the **CITY OF WAXAHACHIE, TEXAS**, a home-rule municipal corporation, on behalf of such corporation.

Notary Public in and for the
State of Texas



Memorandum

To: Honorable Mayor and City Council
From: David Bailey, Senior Director of Utilities
Thru: Michael Scott, City Manager
Date: July 18, 2022
Re: Budget Amendment for Robert W. Sokoll Water Treatment Plant

Item Description: A Budget Amendment request to increase the expenditures budget for the supplies and equipment treatment chemicals line item account 512 726-56108 in the amount of \$65,000.

Item Summary: This budget amendment will provide additional funds for purchasing treatment chemicals at the Robert W. Sokoll Water Treatment Plant for the remainder of the fiscal year. Staff budgeted to treat an anticipated 3.4 million gallons per day (MGD) average for fiscal year 2022. This amount includes both Waxahachie and Rockett SUD usage. Lack of rainfall and warmer early summer temperatures have caused a higher than normal water demand. To date the daily treated raw water average at the Sokoll Plant has been 4.2 MGD. The water treatment chemical supply industry have also seen an increase in manufacturing costs related to fuel prices and ongoing supply chain issues. In May 2022 the Utilities department accepted a mid-year price increase from chemical suppliers to offset supplier's manufacturing costs, thus creating additional unforeseen chemical expenses.

Fiscal Impact: The total amount of the budget amendment increase is \$65,000. Staff is requesting approval of this Budget Amendment for \$65,000.



Memorandum

To: Honorable Mayor and City Council

From: Michael Scott, City Manager

Thru:

Date: July 12, 2022

Re: Request to Name City Hall Annex

I am in receipt of a formal request to recognize former Councilperson Chuck Beatty thru the naming of the new City Hall Annex building in his honor. Per the recently approved resolution establishing a process to entertain such requests, this item is being presented for both public hearing and consideration by the Council.

I have reviewed the request and have determined that this facility is eligible for naming consideration and am hereby forwarding this request on to City Council per Section 3.D of the established procedures.

The desired name for this facility would be the "**Charles Beatty Municipal Services Building.**"

(7)

RESOLUTION NO.

A RESOLUTION TO NAME THE CITY OF WAXAHACHIE ANNEX BUILDING “CHARLES BEATTY MUNICIPAL SERVICES BUILDING”; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Waxahachie is a home rule municipality acting under its charter adopted by the electorate pursuant to Article XI, Section 5, of the Texas Constitution and Chapter of the Local Government Code; and

WHEREAS, the City Council has previously authorized the development of a new City Hall Annex building and construction of the facility is currently underway; and

WHEREAS, in recognition of his services and contribution to the City, the City Council desires to name the City Hall Annex building, located at 408 S. Rogers, **Charles Beatty Municipal Services Building**.

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

SECTION 1

Charles “Chuck” Beatty is a lifelong Waxahachie resident. He has served the community in various capacities, including 5 years as Mayor with 26 total years on the City Council, longer than anyone in the history of Waxahachie to date.

The performance of his duties and responsibilities as Mayor and Council has expanded well beyond the dais, and has been characterized by compassionate deeds, leadership excellence, and constructive contributions to the governance of our community.

He has a history of service in civic affairs and projects, including 30 years as an Executive with the Boys Scouts of America, and a founding board member of the Waxahachie Boys & Girls Club, just to name a few, and has been a powerful influence for good in the community.

He has a willingness to place his concern for the public good above his personal interest, which is demonstrated by the gift of his time, that has resulted in positive changes and an improved life for so many.

SECTION 2

The City Council recognizes that Chuck’s exemplary commitment and dedication should not go unrewarded and believes the naming of the new City Hall Annex as the Charles Beatty Municipal Services Building to be a fitting tribute to his long-standing service to the City of Waxahachie. Accordingly, a plaque honoring Chuck’s selfless contributions to the Waxahachie community shall be erected in his honor inside the new facility once constructed.

SECTION 3

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

ADOPTED THIS _____ day of July, 2022. (9)

MAYOR

ATTEST:

CITY SECRETARY



Memorandum

To: Honorable Mayor and City Council

From: Richard B. Abernethy, Director of Administrative Services

Thru: Michael Scott, City Manager

Date: July 18, 2022

Re: Supplemental Appropriation for City Hall Annex Guaranteed Maximum Price contract and associated change orders

Item Description: Supplemental Appropriation for City Hall Annex Guaranteed Maximum Price contract and associated change orders in the amount of \$2,923,074

Item Summary: On August 16, 2021, the City Council approved an Initial Guaranteed Maximum Price (IGMP) for a total amount \$14,500,000. This was an initial budget to allow the City to move forward with authorizing the necessary bid packages that were associated with each stage of the construction project. A total of \$7,500,000 was included in the FY 20-21 bond package and another \$7,000,000 was included in the FY 21-22 operational and maintenance budget. After all bid packages were received the Final Guaranteed Maximum Price (GMP) amount was \$14,799,060. In addition to the IGMP cost, the City also incurred expenses for materials testing and survey costs for easements. As the result the total amount needed for the Final GMP is \$344,000.

In addition, the initial construction plans and budget did not include finishing out the third floor of the City Hall Annex and providing for space for the Chamber of Commerce as well as flex space through the finish out of the Retail Building. And with continued increases in construction costs, the City can take advantage of finishing out the flex spaces now instead of waiting till later when costs will be much higher. These spaces are anticipated to accommodate staff during the

(18)

remodel of the City Hall project. The total change order amount with Steele and Freeman (SFI) for this work is \$2,359,659.

There are also some additional costs associated with retaining walls, electrical items, ductwork and associated architectural fees totaling \$219,415.86.

Staff recommends approval of this supplemental appropriation, the Final GMP and associated change orders with SFI to complete the funding requirements to finish out the Annex building, to provide needed flex space, and prepare the tenant lease space.

Fiscal Impact: The proposed supplemental appropriation in the amount of \$2,923,074 would be funded from the General Fund unrestrictive reserve balance.



Memorandum

To: Honorable Mayor and City Council
From: Richard B. Abernethy, Director of Administrative Services
Thru: Michael Scott, City Manager
Date: July 18, 2022
Re: Supplemental Appropriation for Furniture, Fixtures and Equipment

Item Description: Supplemental Appropriation for Furniture, Fixtures and Equipment in the amount of \$1,353,146

Item Summary: On August 16, 2021, the City Council approved an Initial Guaranteed Maximum Price (IGMP) to allow the City to move forward with authorizing the necessary bid packages that were associated with each stage of the Annex construction project. At that time, staff anticipated appearing before City Council this fiscal year to request an additional authorization for expenditures associated with furniture, fixture equipment and technology for approximately \$1,500,000.

Since then, staff has been working with the project manager and the Information Technology Department to identify furniture and equipment needs. After thorough review, staff is recommending moving forward with SKG to supply the furniture for the City Hall Annex in the amount of \$797,118. The furniture product is Herman Knoll will be purchased through a purchasing cooperative. The furniture selected will meet both the current and future needs of staff in the building.

In addition, staff also looked at the best way to procure the technology components of the building. This equipment includes low voltage cabling, access controls, CCTV cameras, and audio/visual systems. After thorough review, staff determined having Steele and Freeman (SFI) bid out the technology as part of

(9)

the overall construction project would allow the City to get the best competitive pricing. After receiving bids and going through the value engineering review, the total change order amount with SFI is \$556,028

The overall cost is below the anticipated budget and these purchases will allow staff to move forward with the procurement and installation of furniture and technology for the Annex building. Staff recommends approval of the supplemental appropriation as well as the SKG contract and change order with SFI associated with technology.

Fiscal Impact: The proposed supplemental appropriation in the amount of \$1,353,146 would be funded from the General Fund unrestrictive reserve balance.



**NAMAN HOWELL
SMITH & LEE^{PLLC}**
ATTORNEYS AT LAW

MEMORANDUM
from
Dan Pleitz

(254) 755-4100
Fax (254) 754-6331
E-mail: pleitz@namanhowell.com

TO: City Council of City of Waxahachie

DATE: June 21, 2022

RE: Tax Exempt Financing for Southwestern Assemblies of God University
("SAGU")

Our firm has been asked to undertake a tax exempt financing in the amount of \$2,800,000 for the benefit of Southwestern Assemblies of God University ("SAGU"). The project to be financed is improvements to SAGU's track and field, soccer and football fields, all to be located on the university campus at 1200 Sycamore in Waxahachie. This debt is not a debt of the City of Waxahachie in any manner whatsoever. Citizens National Bank of Texas has agreed to make the loan and SAGU will have sole liability to repay it.

The tax exempt debt will be issued by the Oglesby Education Facilities Corporation.

Under Section 147(f) of the Internal Revenue Code, for this to be a tax exempt loan we are required to get the approval of both Waxahachie (where the project is to be located) and the City of Oglesby (which is where the debt will be "issued").

We go to little towns like Oglesby because there is an advantage to issue the financing through a small city which will not issue more than \$10,000,000 in tax exempt financing for all purposes during 2022.

We have enclosed a copy of a proposed Resolution for the City Council. We appreciate your kind consideration of this matter for SAGU and if you have any questions at all please do not hesitate to give me a call or send me an email.

Dan Pleitz

(10)

CERTIFICATE FOR RESOLUTION

STATE OF TEXAS
COUNTY OF ELLIS

§
§

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

1. The City Council of the City convened in REGULAR MEETING ON THE 18th DAY OF JULY, 2022, at the regular meeting place thereof (the "Meeting"), and the roll was called of the duly constituted officers and members of the City Council, to-wit:

David Hill
Chris Wright
Patrick Souter
Billie Wallace
Travis Smith

Mayor
Mayor Pro-Tem

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

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WAXAHACHIE, TEXAS APPROVING A TAX EXEMPT FINANCING FOR THE BENEFIT OF SOUTHWESTERN ASSEMBLIES OF GOD UNIVERSITY

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

AYES: _____

NOES: _____

ABSTENTIONS: _____

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

3. The Mayor of the City has approved and hereby approves the Resolution; that the Mayor of the City and the City Secretary of the City have duly signed the

CERTIFICATE FOR RESOLUTION

STATE OF TEXAS §
COUNTY OF ELLIS §

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

1. The City Council of the City convened in REGULAR MEETING ON THE 18th DAY OF JULY, 2022, at the regular meeting place thereof (the "Meeting"), and the roll was called of the duly constituted officers and members of the City Council, to-wit:

David Hill	Mayor
Chris Wright	Mayor Pro-Tem
Billie Wallace	
Travis Smith	
Patrick Souter	

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

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WAXAHACHIE, TEXAS APPROVING A TAX EXEMPT FINANCING FOR THE BENEFIT OF SOUTHWESTERN ASSEMBLIES OF GOD UNIVERSITY

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

AYES: _____

NOES: _____

ABSTENTIONS: _____

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

(10)

3. The Mayor of the City has approved and hereby approves the Resolution; that the Mayor of the City and the City Secretary of the City have duly signed the Resolution; and that the Mayor of the City and the City Secretary of the City hereby declare that their signing of this certificate shall constitute the signing of the attached and following copy of the Resolution for all purposes.

ADOPTED as of the 18th day of July, 2022.

City Secretary

Mayor

(10)

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WAXAHACHIE,
TEXAS APPROVING A TAX EXEMPT FINANCING FOR THE BENEFIT
OF SOUTHWESTERN ASSEMBLIES OF GOD UNIVERSITY**

WHEREAS, Southwestern Assemblies of God University ("SAGU") desires to enter a tax exempt loan transaction in the amount of \$2,800,000 through the Oglesby Education Facilities Corporation to finance the following facilities:

improvements to SAGU's track and field, soccer, and football fields (together, the "Project"), with such facilities being located on the SAGU campus; located at 1200 Sycamore, Waxahachie, Texas 75165; and

WHEREAS, the proposed financing imposes no liability of any kind on the City of Waxahachie, Texas (the "City") and the City is being asked to give its approval of the financing and the Project solely to satisfy a provision in Section 147(f) of the Internal Revenue Code (which provides that this transaction must be approved by the jurisdiction in which the SAGU Project is located); and

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

1. That the above recitals are true and correct.
2. That this City Council hereby approves the SAGU Project, the ownership and operation of the Project by SAGU; the location of the Project; and a tax exempt financing by the Oglesby Education Facilities Corporation in the amount of \$2,800,000 (to be purchased by Citizens National Bank of Texas) to finance the Project.
3. That it is officially found and determined that this approval is solely to satisfy the requirements of Section 147(f) of the Internal Revenue Code and for no other purposes whatsoever. In particular, this approval does not extend to any building code requirements or any other permits or consents required by the City for the Project.
4. That this approval is given with the express understanding that the City shall have no liability whatsoever in regard to the financing or in regard to the Project.
5. That it is officially found and determined that this Resolution was adopted at a meeting for which notice was posted in the manner required by the Texas Open Meetings Law.