

# **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, October 3, 2022 at 7:00 p.m.***

Council Members: 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 September 19, 2022
  - b. Minutes of the City Council briefing of September 19, 2022
  - c. Event application for Waxahachie Homecoming Parade on October 14, 2022
  - d. Event application for Christmas Movie Festival to be held December 16, 2022 at Railyard Park
  - e. Interlocal Agreement with Ellis County Jail for detention services
  - f. Interlocal Agreement with Ellis County for the purchase of various goods and services
  - g. Cooperative Purchasing Agreement with OMNIA Partners
6. ***Introduce*** Honorary Councilmember
  7. ***Present*** Proclamation proclaiming October 2022 as “National Community Planning Month”
  8. ***Present*** Proclamation proclaiming October 5, 2022 as “World Teachers’ Day”

9. **Consider** proposed Ordinance amending Article VIII, “Animal Care Advisory Committee,” Chapter 6, “Animals and Fowl,” of the Waxahachie City Code and appoint members
10. **Consider** approval of a contract with Capco Telecom LLC for the City of Waxahachie Water/Sewer Management and Security Measures Project
11. **Consider** contract price increase for concrete services with G.A.W. Construction Services
12. **Consider** award of a construction contract to Dake Construction for Howard Road Treatment Plant Filter No. 3 Rehabilitation
13. **Consider** amendment to the professional services contract with Plummer & Associates for the Howard Road Air Scour Blower and Chemical Storage Tank Rehabilitation Project
14. **Consider** approval of a professional engineering services agreement with Teague Nall & Perkins, Inc. for design and construction services for Water Street Waterline Improvements
15. **Consider** approval of a professional engineering services agreement with Plummer & Associates for Sodium Hypochlorite Bulk Storage Tank and Tube Settler Replacement at the Robert W. Sokoll Water Treatment Plant
16. **Convene** into Executive Session to review Performance Evaluation for City Manager as permitted by Section 551.074 of the Texas Government Code
17. **Reconvene** and take any necessary action
18. Comments by Mayor, City Council, City Attorney and City Manager
19. 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  
September 19, 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 Monday, September 19, 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

**Others Present:** Michael Scott, City Manager  
Albert Lawrence, Deputy City Manager  
Robert Brown, City Attorney  
Amber Villarreal, 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 John Han, Ferris Heights United Methodist Church, gave the invocation. Mayor Hill led the Pledge of Allegiance and the Texas Pledge of Allegiance.

**4. Public Comments**

Emily Glidewell-Finch, 504 Sycamore, Waxahachie, Texas, thanked City Council for the support of the Waxahachie Arts Council.

Paul Christenson, 110 Williams, Waxahachie, Texas, requested City Council review and reduce the City's budget. He spoke in opposition of unnecessary spending such as adding new City staff and improvements at Lions Park.

Melissa Chapman, 615 N. Rogers, Waxahachie, Texas, on behalf of the Waxahachie Symphony Association, invited City Council to attend their opening weekend at SAGU on September 24<sup>th</sup>. She thanked City Council for the support of the Waxahachie Arts Council. Ms. Chapman requested assistance from the City's communications office to advertise events for organizations of the Waxahachie Arts Council. Ms. Chapman spoke in opposition to the street closure request for Big Al's Down the Hatch 5 Year Anniversary event and requested the City establish criteria, guidelines and a policy for approving street closures downtown.

**5. Consent Agenda**

- a. Minutes of the City Council meeting of September 6, 2022
- b. Minutes of the City Council briefing of September 6, 2022
- c. Event application for Stampede of Speed Week: Cattle Drive & Pre-Stage Fan Fest to be held October 7 & 13, 2022

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- d. Event application for Big Al's Down the Hatch 5 Year Anniversary event to be held October 8, 2022
- e. Event application for North Texas Olds Club Zone Show to be held October 22, 2022 at Singleton Plaza
- f. Street closure request for 26<sup>th</sup> Annual Texas Country Reporter Festival to be held October 29, 2022
- g. Updated contract with the Ellis County Tax Assessor-Collector for the assessment and collection of ad valorem property taxes
- h. Multi-year Memorandum of Understanding with Ellis County Emergency Management for mutual assistance and response during disasters as it relates to animal/pet evacuation, sheltering, and care

**Action:**

*Council Member Billie Wallace moved to approve items a. through h. on the Consent Agenda. Council Member Travis Smith seconded, All Ayes.*

**6. Introduce Honorary Councilmember**

Mayor Hill recognized and presented a Certificate of Appreciation to Anna Carter, Honorary Council Member for September. Ms. Carter is a senior at Waxahachie Global High and commutes from Corsicana, Texas, where she was born and raised. She has been ranked #1 in her class since freshman year. Anna is the youngest of three sisters and raised by her mother, all of which are her biggest role models. Her hobbies include baking, watching movies, hanging out and attending church with her family. She is currently studying the pre-med route at Global High and her favorite subject is math. Ms. Carter plans to attend Texas A&M University after high school to major in biomedical science before attending Texas A&M Vet School to become a veterinarian, with the hopes to one day own her own practice.

**7. Present Proclamation proclaiming September 17-23, 2022 as "Constitution Week"**

Mayor Hill presented Proclamation proclaiming September 17-23, 2022 as "Constitution Week" and presented it to members of the Rebecca Boyce Chapter of the Daughters of the American Revolution.

**8. Present Proclamation proclaiming September 25-30, 2022 as "Rebecca Boyce Chapter, NSDAR Week"**

Mayor Hill presented Proclamation proclaiming September 25-30, 2022 as "Rebecca Boyce Chapter, NSDAR Week" in recognition of reaching 100 members and presented it to the Rebecca Boyce Chapter of the Daughters of the American Revolution.

**9. Present Proclamation proclaiming October 7-16, 2022 as "Motorsports Week"**

Mayor Hill presented Proclamation proclaiming October 7-16, 2022 as "Motorsports Week" and presented it to staff of the Texas Motorplex.

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**10. Request to appear by Elizabeth Tull, President of the Waxahachie Arts Council, to present Annual Financial Report for Waxahachie Arts Council and consider request to extend contract**

Elizabeth Tull, President of the Waxahachie Arts Council, presented the 2021 Annual Financial Report for Waxahachie Arts Council and requested approval to extend the current contract. She thanked City Council for their continued support.

**Action:**

*Council Member Billie Wallace moved to approve a one-year contract extension with the Waxahachie Arts Council, beginning January 1, 2023 and expiring December 31, 2025. Council Member Patrick Souter seconded, All Ayes*

**11. Consider proposed Resolution authorizing defeasance and redemption of the City's outstanding obligations and other related matters**

Chad Tustison, Finance Director, explained during the budget process, staff discussed using existing debt service capacity to defease or retire a portion of the City's outstanding debt. He reported staff recommends using up to \$2,400,000 in debt service capacity in the Interest and Sinking Fund to defease and/or call a portion of the Series 2011 Certificates of Obligation. This action is in line with the City's overall debt management strategy to reduce the overall debt burden, save the City in interest costs, and creates additional bonding capacity for future projects outlined in the City's 5-year capital plan and projects identified as part of the ongoing comprehensive planning process.

Council Member Travis Smith clarified that the City has been good stewards of its finances allowing the remaining 2011 bonds to be paid early thus saving the City approximately \$400,000 and Mr. Tustison concurred.

**RESOLUTION NO. 1333**

**RESOLUTION AUTHORIZING DEFEASANCE AND REDEMPTION OF CERTAIN OF THE CITY'S OUTSTANDING OBLIGATIONS AND OTHER RELATED MATTERS**

**Action:**

*Council Member Billie Wallace moved to approve Resolution No. 1333. Council Member Travis Smith seconded, All Ayes.*

**12. Ratify and authorize funding from Waxahachie Community Development Corporation for Gateway Monument Project**

Gumaro Martinez, Executive Director of Parks and Leisure Services, requested to ratify and authorize funding from the Waxahachie Community Development Corporation for the Gateway Monument Project in the amount of \$625,000. Mr. Martinez explained there is a triangular median downtown that was reviewed after road alignments and TxDOT rights-of-way. He presented the landscape pallete noting the monument sign is double sided and will be clearly visible when leaving and entering downtown Waxahachie. The total probable cost of the project is \$625,000.

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City Council  
September 19, 2022  
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He explained authorizing funding will allow staff to move forward with the design and engineering phase of the monument sign to prepare for bid notice.

Council Members supported the monument design but expressed opposition with the overall projected cost.

City Manager Michael Scott explained at the value engineering stage, there may be modifications to the design providing additional cost savings.

**Action:**

*Council Member Billie Wallace moved to deny the request for funding from Waxahachie Community Development Corporation for Gateway Monument Project. Council Member Travis Smith seconded, All Ayes.*

**13. Consider proposed Resolution accepting and supporting the Airport Master Plan Project for Mid-Way Regional Airport**

Richard Abernethy, Director of Administrative Services, requested approval of a Resolution accepting and supporting the Airport Master Plan Project for Mid-Way Regional Airport. He explained on May 12, 2022 the Mid-Way Regional Airport Board authorized staff to move forward with updating the Airport Master Plan in the FY 22-23 Capital Improvements Plan allowing the airport to fund it as part of the 90/10 grant program through the Airport Project Participation Agreement with the Texas Department of Transportation (TxDOT). He noted the plan was last updated in 2012. He noted the total cost of the project is estimated to be \$200,000 and the grant will fund \$180,000 and the remaining \$20,000 will be funded through the airport's American Rescue Plan Act (ARPA) funds to cover the local match. Mr. Abernethy explained TxDOT will advertise Request for Qualifications for a consultant firm to work with the airport to update the Airport Master Plan. In addition, TxDOT will also include, as alternative bid items, an update to the business plan, rates and charges, rules and regulations, and minimum standards. This component will require funding from another source and may come back to Midlothian and Waxahachie City Council to request funding in the future.

Mr. Abernethy introduced and welcomed new Airport Manager Sharlette Wright.

**RESOLUTION NO. 1334**

**ACCEPTING AND SUPPORTING THE AIRPORT MASTER PLAN PROJECT FOR MID-WAY REGIONAL AIRPORT**

**Action:**

*Council Member Billie Wallace moved to approve Resolution No. 1334. Mayor Pro Tem Chris Wright seconded, All Ayes.*

**14. Consider professional engineering services contract with Kimley-Horn & Associates, Inc. for Wastewater Treatment Master Plan update**

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David Bailey, Director of Utilities, requested approval of a Professional Services Agreement with Kimley-Horn and Associates, Inc. for providing engineering services to update the Wastewater Treatment Master Plan in the amount of \$276,000 to be funded by wastewater impact fees.

**Action:**

*Council Member Billie Wallace moved to approve a Professional Services Agreement with Kimley-Horn and Associates, Inc. for providing engineering services to update the Wastewater Treatment Master Plan in the amount of \$276,000 to be funded by wastewater impact fees. Council Member Patrick Souter seconded, All Ayes.*

**15. Consider professional engineering services contract with Freese & Nichols, Inc. for design and right-of-way acquisition services for new 8" water line project along MLK Blvd. from Clift Street to Young Street**

Mr. Bailey requested approval of a Professional Services Agreement with Freese & Nichols, Inc. for design and construction oversight services associated with the MLK Jr. Blvd. 14" and 8" water main replacement in the amount of \$355,000.

**Action:**

*Council Member Billie Wallace moved to approve a Professional Services Agreement with Freese & Nichols, Inc. for design and construction oversight services associated with the MLK Jr. Blvd. 14" and 8" water main replacement in the amount of \$355,000. Council Member Travis Smith seconded, All Ayes.*

**18. Comments by Mayor, City Council, City Attorney and City Manager**

Council Member Travis Smith stated he is looking forward to the new fiscal year and budget. He reported the C10s in the Park and Downtown Party were amazing.

Council Member Billie Wallace thanked City employees for providing all the services for this past weekend's events. Council Member Wallace also thanked Richard Abernethy and his team for hiring the new Airport Manager and noted she looks forward to working with her.

City Manager Michael Scott welcomed Sharlette Wright and thanked Honorary Council Member Anna Carter for her attendance. Mr. Scott announced Police Chief Wade Goolsby's retirement celebration will be held September 29<sup>th</sup> from 3pm-6pm at the Civic Center and Assistant Chief Joe Wisner will be sworn in on September 30<sup>th</sup> at 9am in the City Council Chamber.

Mayor Pro Tem Chris Wright thanked Honorary Council Member Anna Carter for her attendance and recognized City staff for their work with the weekend events in Waxahachie noting the C10s in Park was very successful. Mayor Pro Tem Wright explained City Council will work with staff to provide written guidelines for downtown street closure requests.

Council Member Patrick Souter thanked Honorary Council Member Anna Carter for her attendance. Mr. Souter explained City Council considers input from staff and citizens on how they want tax dollars are spent and encouraged more citizens to provide input. Council Member Souter announced there are many upcoming events in the last quarter of 2022 noting the success is due to

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collaboration from staff and citizens. He also expressed his support of the Waxahachie Arts Council.

City Attorney Robert Brown clarified City Council Briefings are held in the Council Conference Room and are posted meetings open to the public.

Honorary Council Member Anna Carter thanked City Council for inviting her to attend September's Council meetings.

Amy Borders, Director of Communications and Marketing, announced the Mayor's Coffee event will be held on Thursday, September 29<sup>th</sup> at 8:30 a.m. at the Waxahachie Civic Center.

Mayor David Hill thanked Honorary Council Member Anna Carter for her attendance. Mayor Hill also expressed thanks to the Garland and Richland Hills EMS for their assistance at an out of town event this past weekend when coming to the aid of a former City Council Member who was dehydrated.

**16. Convene into Executive Session for deliberation regarding real property as permitted under Section 551.072, Texas Government Code**

Mayor Hill announced at 8:31 p.m. the City Council would convene into Executive Session for deliberation regarding real property as permitted under Section 551.072, Texas Government Code.

**17. Reconvene and take any necessary action**

The meeting reconvened at 8:55 p.m.

**Action:**

*Council Member Travis Smith moved to authorize the City Manager to negotiate and enter into an agreement for the land discussed in Executive Session. Council Member Billie Wallace seconded, All Ayes.*

**19. Adjourn**

There being no further business, the meeting adjourned at 8:56 p.m.

Respectfully submitted,

Amber Villarreal  
City Secretary

(5b)

City Council  
September 19, 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 Monday, September 19, 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  
Patrick Souter, Council Member Place 2  
Billie Wallace, Council Member Place 4

Council Member Absent: Travis Smith, Council Member Place 5

Others Present: Michael Scott, City Manager  
Albert Lawrence, Deputy City Manager  
Robert Brown, City Attorney  
Amber Villarreal, 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**

City Manager Michael Scott reviewed the following agenda items:

- Item 5c, event application for Stampede of Speed Week: Cattle Drive and Pre-Stage Fan Fest to be held October 7 & 13, 2022.
- Item 5d, event application for Big Al's Down the Hatch 5 Year Anniversary event to be held October 8, 2022. Mr. Scott noted the applicant is requesting to change the location of his event from Railyard Park to the street area in front of his business. He referenced the support letters from the adjacent property owners and the Downtown Merchants Association.

The Council discussed establishing a policy and process for approving street closures downtown to remain consistent and to treat all requests fairly.

- Item 5e, event application for North Texas Olds Club Zone Show to be held October 22, 2022 at Singleton Plaza.
- Item 5f, street closure request for 26<sup>th</sup> Annual Texas Country Report Festival to be held October 29, 2022.
- Item 6, recognize September Honorary Council Member Anna Carter.
- Items 7, 8, and 9, present Proclamations for Constitution Week, Rebecca Boyce Chapter NSDAR Week, and Motorsports Week.
- Item 10, the Waxahachie Arts Council will present their annual report and request a one-year extension to continue their 3-year contract.

Chad Tustison, Finance Director, reviewed the following items:

(5b)

- Item 5g, noting the proposed updated contract with the Ellis County Tax Assessor-Collector provides a variety of services including, but not limited to, receiving the Certified Appraisal Roll, providing tax roll and payment data to mortgage companies and property owners; processing property tax payments; and calculating required rates and notices as part of Truth-in-Taxation. This contract also adjusts the assessment and collection fee from \$1.00 to \$1.25 per parcel to help offset the cost of adding a new County employee dedicated to property tax.
- Item 11, during the budget process, staff discussed using existing debt service capacity to defease or retire a portion of the City's outstanding debt. He explained staff recommends using up to \$2,400,000 in debt service capacity in the Interest and Sinking Fund to defease and/or call a portion of the Series 2011 Certificates of Obligation. This action is in line with the City's overall debt management strategy to reduce the overall debt burden, save the City in interest costs, and creates additional bonding capacity for future projects outlined in the City's 5-year capital plan and projects identified as part of the ongoing comprehensive planning process.

Thomas Griffith, Emergency Management Coordinator, reviewed Item 5h, requesting approval of a multi-year Memorandum of Understanding with Ellis County Emergency Management for mutual assistance and response during disasters as it relates to animal/pet evacuation, sheltering, and care.

Gumaro Martinez, Executive Director of Parks and Leisure Services, reviewed Item 12 requesting to ratify and authorize funding from the Waxahachie Community Development Corporation for the Gateway Monument Project in the amount of \$625,000.

Council Members supported the monument design but expressed concerns with the overall projected cost.

Mr. Martinez explained the request for funding would begin the process to bid the project before final approval by City Council.

### **3. Adjourn**

There being no further business, the meeting adjourned at 7:01 p.m.

Respectfully submitted,

Amber Villarreal  
City Secretary

(50)



City of Waxahachie  
City Secretary's Office

Special Event Application

Date submitted 9/16/22

### Applicant Information

Applicant name: Sean Cagle

Are you representing the host organization? Yes  No

Will you be the on-site point of contact during the event? Yes  No

Phone: 972-923-4631 x10107 Cell: 214-435-3915

Email: scagle@wisd.org

Mailing address: 411 N. Gibson St., Waxahachie, TX 75165

Host organization name: Waxahachie High School

Alternate contact that will be on-site during the event.

On-site contact name: Tonya Harris Cell: 214-364-4858

### About the Event

Event name: Waxahachie High School Homecoming Parade

Location: Rogers St./E. Marvin Ave./Brown St. to the Football stadium (Indian Dr.)

An event site map is **REQUIRED** to be submitted with your application.

Anticipated attendance: 15,000

Description of event: Homecoming parade as in years past. Most similar to October 2021 in size.

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

1<sup>st</sup> time  2 – 4 times  5 or more times  Location: Rogers/Marvin/Brown/Indian Dr

### Choose the best description of the event:

- Festival
- Birthday Party / Picnic
- Movie Screening
- Charitable / Fundraising
- Parade
- Community / Neighborhood
- Private Event
- Concert / Live Performance
- Run / Walk
- Other:

(50)



City of Waxahachie  
City Secretary's Office

Special Event Application

**Event activities include (check all that apply):**

- Amusement rides / Inflatables
- Animals / Petting Zoo
- Announcement / Speeches
- Information / Literature Distribution
- DJ / Recorded Music
- Food – sampled, served, or sold
- Products / Services – given away, sampled, or sold
- Live music
- Street closure
- Other:

**The event is:**

- Private
- Free & open to the general public
- Entry by participation or registration fee
- Entry by admission fee or ticket

Admission information, if applicable:

Include entry or participant fees, ticket prices, donations, and / or fees based on activity.

Parade floats/participants will fill out a registration form and there is a fee. See additional documents.

**Event timeline:**

	Date(s)	Start Time:	End Time:
Event Date	10/14/2022	2:00pm	about 4pm
Event Set-up	10/14/2022	about 12:30	1:30pm
Event Breakdown	10/14/2022	as parade passes	about 4pm

**Run / Walk:**

Please provide the start time for each distance (if applicable)

\_\_\_\_\_ 1 mile      \_\_\_\_\_ 5K      \_\_\_\_\_ Other distance

Please indicate your expected attendance: \_\_\_\_\_

Number of participants:

- 1-99
- 100-199
- 200-299
- 300+

*Provide route on attached site map.*

(5C)



City of Waxahachie  
City Secretary's Office

Special Event Application

**Food / Beverage:**

- Will the event offer food/beverages? Yes  No
- Will event require any food preparation on-site? Yes  No
- Will alcohol be served/sold? Yes  No

**Code of Ordinances Ch. 4 Sec. 4-7 Alcohol at approved festivals and events**

*If alcohol is served/sold, a licensed peace officer(s) must be onsite throughout the event's operation and outside the perimeter to provide security. Events require one officer with an additional officer per 100 guests. Ex.: <100 attendees would require one officer, 100<200 attendees would require two officers, 200<300 attendees would require three officers, etc.*

**Police / Security Services:**

Personnel needs (indicate all that apply) Request for services is not a guarantee that staff/volunteers will be available.

Event staff How many: 0 from City Date(s) & time(s): \_\_\_\_\_

Volunteers How many: 0 from City Date(s) & time(s): \_\_\_\_\_

Private security How many: \_\_\_\_\_ Date(s) & time(s): \_\_\_\_\_

Company name: \_\_\_\_\_

Contact name and number: \_\_\_\_\_

Off duty police How many: \_\_\_\_\_ Date(s) & time(s): \_\_\_\_\_

Have you made arrangements with the police? Yes  No

If no, please contact Sgt. Brian Fuller at bfuller@waxahachiepd.org to make arrangements.

If yes, please provide following information for the person that you made the arrangements with:

Contact name: Lt. Josh Oliver Phone number: 214-801-9449

**Street Closures:**

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

If yes, please list all streets, intersections, and parking lots that apply: see attached documents

Street closings to begin on date: 10/14/2022 Start time: Various End time: 4pm

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

**Traffic Safety Equipment:**

Does your event require traffic cones or barricades? Yes  No

If yes, indicate the type of equipment and how many will be used (estimated):

Traffic Cones How many: \_\_\_\_\_ Barricades How many: \_\_\_\_\_

Other: see attached documents

Where should equipment be dropped off & picked up? along the parade route. see attached

(5C)



City of Waxahachie  
City Secretary's Office

Special Event Application

When will the traffic equipment be set-up?

Date: 10/14/2022

Time: various times

When will the traffic equipment be removed?

Date: 10/14/2022

Time: as parade passes

Are you requesting the use of City traffic equipment?

Yes

No

**Availability is not guaranteed**

**Streets cannot be blocked without prior approval.**

**Temporary Tents & Structures:**

Will the event have a tent(s) larger than 10' x 20'?

Yes

No

List the # of tents & sizes:

**Indicate locations on attached required site map.**

**Electrical Services:**

How will electrical services be supplied?

Generator

Franchise Utilities

Both

List contractor / supplier:

Explain services in detail:

**Insurance**

All events taking place on City of Waxahachie property must provide a certificate of liability insurance and endorsement page. The City of Waxahachie must be listed as an "Additional Insured" in the amount of \$1 million on both pages. Please list the date of the event and location on this certificate and submit at least one month before the event. The City of Waxahachie reserves the right to increase the insurance limits based on the nature and degree of risks to the public.

If you have questions regarding City insurance coverage, please inquire with City of Waxahachie staff after submitting your event application.

**Hold Harmless Clause**

Applicant / organization shall assume all risks incident to or in connection with the approved activity and shall be solely responsible for damage or injury, of whatever kind or nature, to person or property, directly or indirectly arising out of or in connection with the approved activity or the conduct of applicant's operation. Applicant hereby expressly agrees to defend and save the City, it's officers, agents, employees and representatives harmless from any penalties for violation of any law, ordinance, or regulation affecting its activity and from any and all claims, suits, losses, damages or injuries directly or indirectly out of or in connection with the approved activities or conduct of its operation or resulting from the negligence or intentional acts or omissions of applicant or its officers, agents, and employees. 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 of local orders. Furthermore, by signing this application, applicant hereby agrees to waive any and all claims that applicant may have against the City, it's officers, agents, employees, and representatives arising out of or in connection with the revocation or cancellation of an event permit.

Sean Cagle

Digitally signed by Sean Cagle  
Date: 2022.09.16 09:45:51 -05'00'

9/16/2022

Signature

Date

**Contract Agreement**

Applicant / organization has thoroughly read, understands, and agrees to all conditions listed on this application.

Sean Cagle

Digitally signed by Sean Cagle  
Date: 2022.09.16 09:46:17 -05'00'

9/16/2022

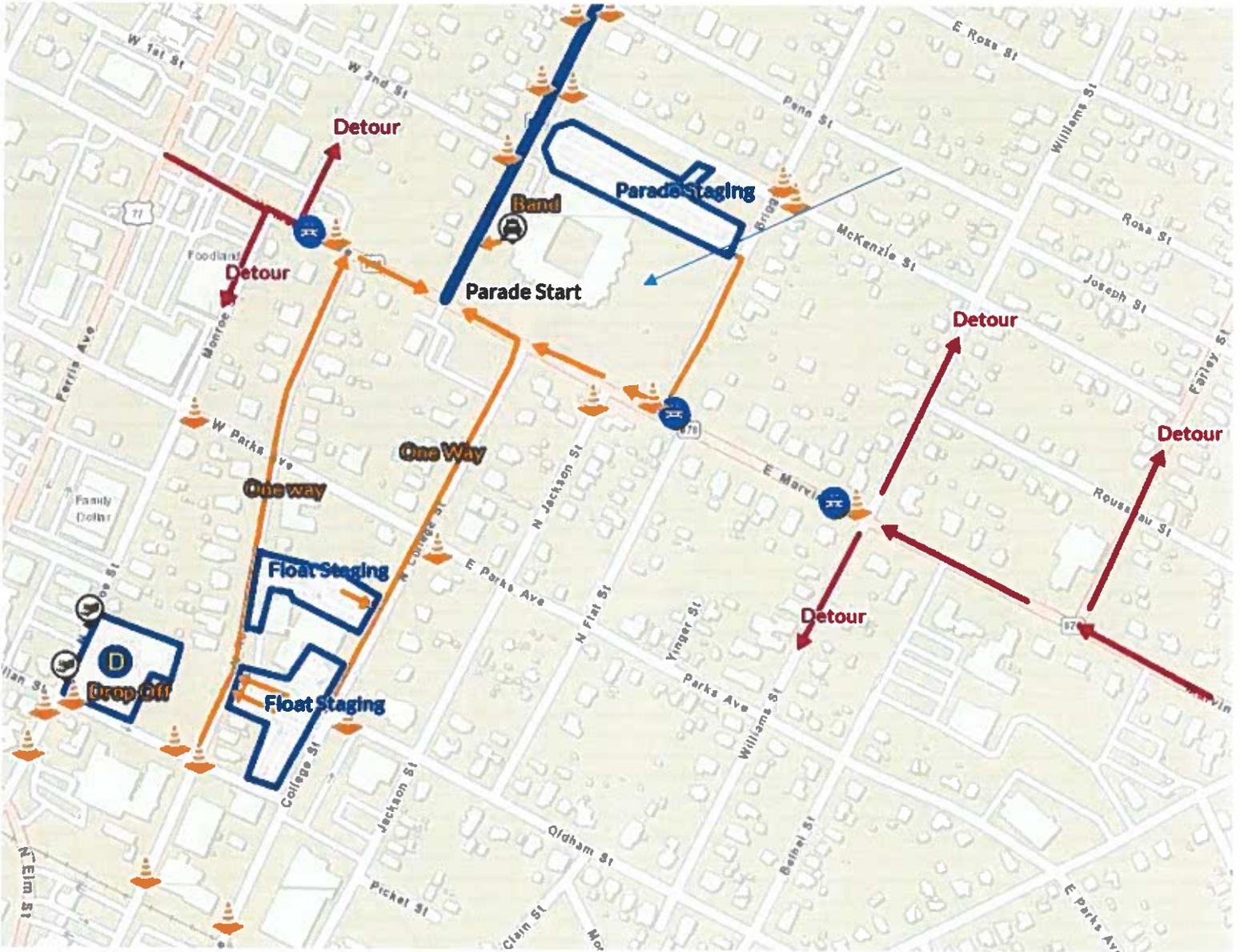
Signature

Date

Email completed Special Event Application and site map to Jami Bonner at jami.bonner@waxahachie.com.

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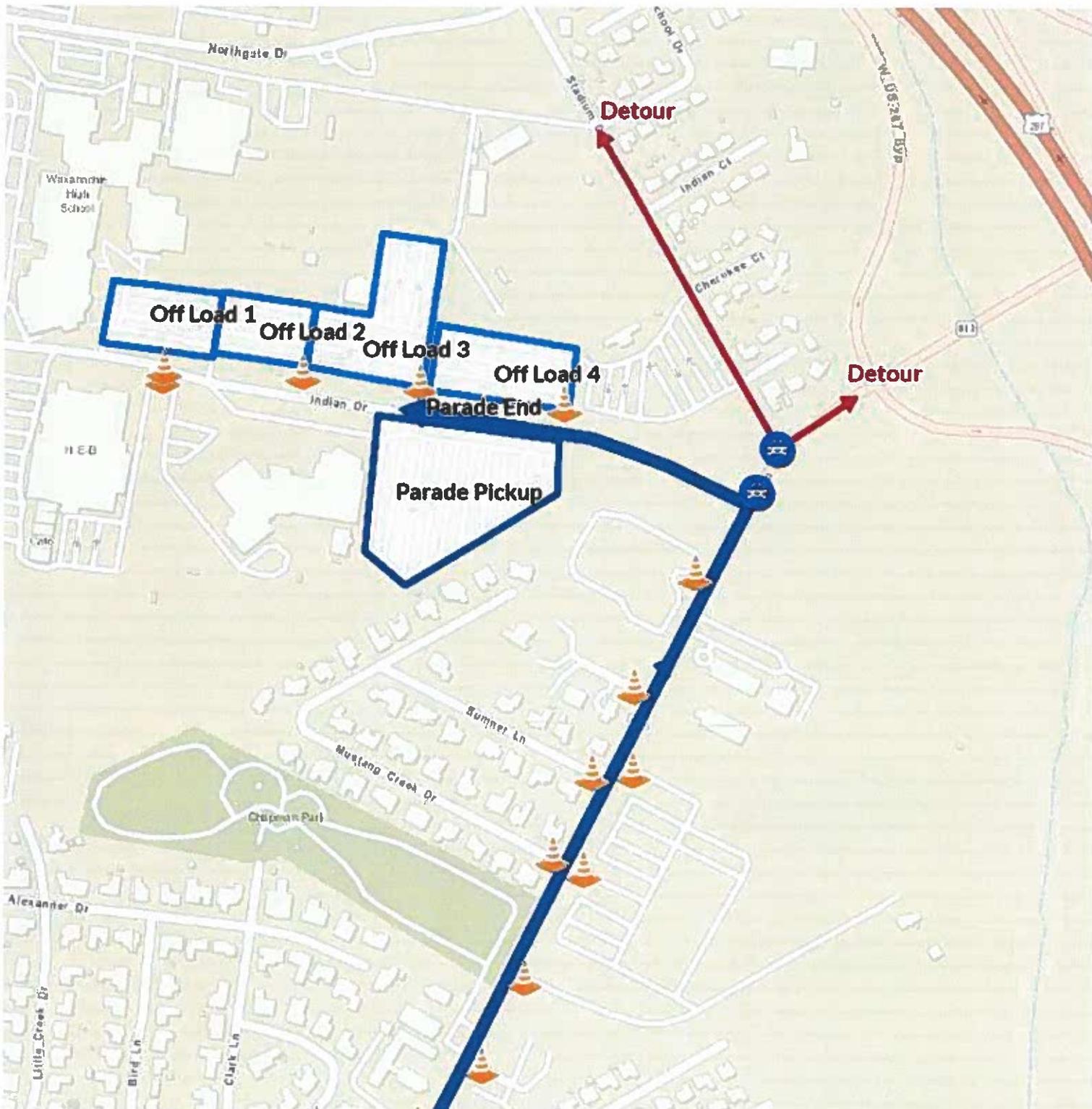
### 2022 WHS Homecoming Parade: Starting area map



(5c)



(50)



(9c)

**Bonner, Jami**

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**From:** Gaertner, James  
**Sent:** Friday, September 16, 2022 2:40 PM  
**To:** Bonner, Jami; Massey, Matt; Wade Goolsby; Joe Bill Wiser; Boyd, Ricky; Griffith, Thomas; Simpson, Anita; Martinez, Gumaro; Mosley, Laurie; Brooks, Shon; Warren, Anthony  
**Cc:** Villarreal, Amber; Crocker, Clarice; Lawrence, Albert; Scott, Michael  
**Subject:** RE: Event Application - Waxahachie HS Homecoming Parade 10.14.22

I don't have any comments. This matches what we discussed.

James G.

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**From:** Bonner, Jami <jami.bonner@waxahachie.com>  
**Sent:** Friday, September 16, 2022 2:05 PM  
**To:** Massey, Matt <mmassey@waxahachie.com>; Gaertner, James <jgaertner@waxahachie.com>; Wade Goolsby <wgoolsby@waxahachiepd.org>; Joe Bill Wiser <JWiser@waxahachiepd.org>; Boyd, Ricky <RBoyd@waxahachiefire.org>; Griffith, Thomas <john.griffith@waxahachie.com>; Simpson, Anita <asimpson@waxahachie.com>; Martinez, Gumaro <gmartinez@waxahachie.com>; Mosley, Laurie <lmosley@waxahachiecvb.com>; Brooks, Shon <sbrooks@waxahachie.com>; Warren, Anthony <anthony.warren@waxahachie.com>  
**Cc:** Villarreal, Amber <avillarreal@waxahachie.com>; Crocker, Clarice <ccrocker@waxahachie.com>; Lawrence, Albert <alawrence@waxahachie.com>; Scott, Michael <mscott@waxahachie.com>  
**Subject:** Event Application - Waxahachie HS Homecoming Parade 10.14.22

For your review / comments. Thank you.

WISD representatives have met with the WFD, WPD, Emergency Management, Streets Dept., and WISD PD to plan the proposed parade route.

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](http://www.waxahachie.com)

(5c)

**Bonner, Jami**

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**From:** Mosley, Laurie  
**Sent:** Friday, September 16, 2022 2:43 PM  
**To:** Bonner, Jami; Massey, Matt; Gaertner, James; Wade Goolsby; Joe Bill Wiser; Boyd, Ricky; Griffith, Thomas; Simpson, Anita; Martinez, Gumaro; Brooks, Shon; Warren, Anthony  
**Cc:** Villarreal, Amber; Crocker, Clarice; Lawrence, Albert; Scott, Michael  
**Subject:** RE: Event Application - Waxahachie HS Homecoming Parade 10.14.22

Is the departments below have no conflicts with the application, I have no conflicts either.

Thank you!

---

**From:** Bonner, Jami <jami.bonner@waxahachie.com>  
**Sent:** Friday, September 16, 2022 2:05 PM  
**To:** Massey, Matt <mmassey@waxahachie.com>; Gaertner, James <jgaertner@waxahachie.com>; Wade Goolsby <wgoolsby@waxahachiepd.org>; Joe Bill Wiser <JWiser@waxahachiepd.org>; Boyd, Ricky <RBoyd@waxahachiefire.org>; Griffith, Thomas <john.griffith@waxahachie.com>; Simpson, Anita <asimpson@waxahachie.com>; Martinez, Gumaro <gmartinez@waxahachie.com>; Mosley, Laurie <lmosley@waxahachiecvb.com>; Brooks, Shon <sbrooks@waxahachie.com>; Warren, Anthony <anthony.warren@waxahachie.com>  
**Cc:** Villarreal, Amber <avillarreal@waxahachie.com>; Crocker, Clarice <ccrocker@waxahachie.com>; Lawrence, Albert <alawrence@waxahachie.com>; Scott, Michael <msscott@waxahachie.com>  
**Subject:** Event Application - Waxahachie HS Homecoming Parade 10.14.22

For your review / comments. Thank you.

WISD representatives have met with the WFD, WPD, Emergency Management, Streets Dept., and WISD PD to plan the proposed parade route.

Jami Bonner  
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[www.waxahachie.com](http://www.waxahachie.com)

## Bonner, Jami

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**From:** Martinez, Gumaro  
**Sent:** Friday, September 16, 2022 2:48 PM  
**To:** Bonner, Jami; Massey, Matt; Gaertner, James; Wade Goolsby; Joe Bill Wisner; Boyd, Ricky; Griffith, Thomas; Simpson, Anita; Mosley, Laurie; Brooks, Shon; Warren, Anthony  
**Cc:** Villarreal, Amber; Crocker, Clarice; Lawrence, Albert; Scott, Michael  
**Subject:** RE: Event Application - Waxahachie HS Homecoming Parade 10.14.22

I have no issues/concerns with the event application.

**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](mailto:gmartinez@waxahachie.com)

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**From:** Bonner, Jami  
**Sent:** Friday, September 16, 2022 2:05 PM  
**To:** Massey, Matt <[mmassey@waxahachie.com](mailto:mmassey@waxahachie.com)>; Gaertner, James <[jgaertner@waxahachie.com](mailto:jgaertner@waxahachie.com)>; Wade Goolsby <[wgoalsby@waxahachiepd.org](mailto:wgoalsby@waxahachiepd.org)>; Joe Bill Wisner <[JWiser@waxahachiepd.org](mailto:JWiser@waxahachiepd.org)>; Boyd, Ricky <[RBoyd@waxahachiefire.org](mailto:RBoyd@waxahachiefire.org)>; Griffith, Thomas <[john.griffith@waxahachie.com](mailto:john.griffith@waxahachie.com)>; Simpson, Anita <[asimpson@waxahachie.com](mailto:asimpson@waxahachie.com)>; Martinez, Gumaro <[gmartinez@waxahachie.com](mailto:gmartinez@waxahachie.com)>; Mosley, Laurie <[lmosley@waxahachiecvb.com](mailto:lmosley@waxahachiecvb.com)>; Brooks, Shon <[sbrooks@waxahachie.com](mailto:sbrooks@waxahachie.com)>; Warren, Anthony <[anthony.warren@waxahachie.com](mailto:anthony.warren@waxahachie.com)>  
**Cc:** Villarreal, Amber <[avillarreal@waxahachie.com](mailto:avillarreal@waxahachie.com)>; Crocker, Clarice <[ccrocker@waxahachie.com](mailto:ccrocker@waxahachie.com)>; Lawrence, Albert <[alawrence@waxahachie.com](mailto:alawrence@waxahachie.com)>; Scott, Michael <[msscott@waxahachie.com](mailto:msscott@waxahachie.com)>  
**Subject:** Event Application - Waxahachie HS Homecoming Parade 10.14.22

For your review / comments. Thank you.

WISD representatives have met with the WFD, WPD, Emergency Management, Streets Dept., and WISD PD to plan the proposed parade route.

Jami Bonner  
Assistant City Secretary  
City of Waxahachie  
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[www.waxahachie.com](http://www.waxahachie.com)

(9c)

**Bonner, Jami**

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**From:** Joe Bill Wiser  
**Sent:** Friday, September 16, 2022 3:10 PM  
**To:** Bonner, Jami; Massey, Matt; Gaertner, James; Wade Goolsby; Boyd, Ricky; Griffith, Thomas; Simpson, Anita; Martinez, Gumaro; Mosley, Laurie; Brooks, Shon; Warren, Anthony  
**Cc:** Villarreal, Amber; Crocker, Clarice; Lawrence, Albert; Scott, Michael  
**Subject:** RE: Event Application - Waxahachie HS Homecoming Parade 10.14.22

I have no comments. Looking forward to it!

---

**From:** Bonner, Jami  
**Sent:** Friday, September 16, 2022 2:05 PM  
**To:** Massey, Matt <mmassey@waxahachie.com>; Gaertner, James <jgaertner@waxahachie.com>; Wade Goolsby <wgoolsby@waxahachiepd.org>; Joe Bill Wiser <JWiser@waxahachiepd.org>; Boyd, Ricky <RBoyd@waxahachiefire.org>; Griffith, Thomas <john.griffith@waxahachie.com>; Simpson, Anita <asimpson@waxahachie.com>; Martinez, Gumaro <gmartinez@waxahachie.com>; Mosley, Laurie <lmosley@waxahachiecvb.com>; Brooks, Shon <sbrooks@waxahachie.com>; Warren, Anthony <anthony.warren@waxahachie.com>  
**Cc:** Villarreal, Amber <avillarreal@waxahachie.com>; Crocker, Clarice <ccrocker@waxahachie.com>; Lawrence, Albert <alawrence@waxahachie.com>; Scott, Michael <msscott@waxahachie.com>  
**Subject:** Event Application - Waxahachie HS Homecoming Parade 10.14.22

For your review / comments. Thank you.

WISD representatives have met with the WFD, WPD, Emergency Management, Streets Dept., and WISD PD to plan the proposed parade route.

Jami Bonner  
Assistant City Secretary  
City of Waxahachie  
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[www.waxahachie.com](http://www.waxahachie.com)

(50)

**Bonner, Jami**

---

**From:** Boyd, Ricky  
**Sent:** Sunday, September 18, 2022 8:48 AM  
**To:** Bonner, Jami  
**Subject:** Re: Event Application - Waxahachie HS Homecoming Parade 10.14.22  
**Attachments:** EA2022.10.14 Waxahachie High School Homecoming Parade.pdf

I have no concerns with this request.

Sent from my iPhone

On Sep 16, 2022, at 14:05, Bonner, Jami <jami.bonner@waxahachie.com> wrote:

For your review / comments. Thank you.

WISD representatives have met with the WFD, WPD, Emergency Management, Streets Dept., and WISD PD to plan the proposed parade route.

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](http://www.waxahachie.com)



(5d)

Date submitted 8/24/22

**Applicant Information**

Applicant name: MACIE WIMBISH

Are you representing the host organization? Yes  No

Will you be the on-site point of contact during the event? Yes  No

Phone: 469-285-3855 Cell: \_\_\_\_\_

Email: \_\_\_\_\_

Mailing address: 1465 BLACK CHAMP RD; WAXAHACHIE, TX 75167

Host organization name: ELLIS COUNTY 4H

Alternate contact that will be on-site during the event.

On-site contact name: MACIE WIMBISH Cell: 469-285-3855

**About the Event**

Event name: CHRISTMAS MOVIE FESTIVAL

Location: RAILYARD PARK

*An event site map is **REQUIRED** to be submitted with your application.*

Anticipated attendance: 100

Description of event: OUTDOOR MOVIE NIGHT, WITH ARTS AND CRAFTS, HAYRIDE AND SANTA

COOKIE DECORATING, SNACKS

How many times has this event been hosted before?

1<sup>st</sup> time  2 - 4 times  5 or more times  Location: \_\_\_\_\_

Choose the best description of the event:

- Festival
- Movie Screening
- Parade
- Private Event
- Run / Walk
- Birthday Party / Picnic
- Charitable / Fundraising
- Community / Neighborhood
- Concert / Live Performance
- Other: \_\_\_\_\_



(5d)

**Event activities include (check all that apply):**

- |  |   |
|--|---|
| <input type="checkbox"/> Amusement rides / Inflatables         | <input type="checkbox"/> Food – sampled, served, or sold                    |
| <input type="checkbox"/> Animals / Petting Zoo                 | <input type="checkbox"/> Products / Services – given away, sampled, or sold |
| <input checked="" type="checkbox"/> Announcement / Speeches    | <input checked="" type="checkbox"/> Live music                              |
| <input type="checkbox"/> Information / Literature Distribution | <input type="checkbox"/> Street closure                                     |
| <input checked="" type="checkbox"/> DJ / Recorded Music        | <input type="checkbox"/> Other:   |

**The event is:**

- |  |  |
|--|--|
| <input type="radio"/> Private                                    | <input checked="" type="radio"/> Free & open to the general public |
| <input type="radio"/> Entry by participation or registration fee | <input type="radio"/> Entry by admission fee or ticket             |

Admission information, if applicable:

Include entry or participant fees, ticket prices, donations, and / or fees based on activity.

**Event timeline:**

	Date(s)	Start Time:	End Time:
Event Date	12/16/22	6:00pm	9:00pm
Event Set-up	12/16/22	4:30pM	6:00
Event Breakdown	12/16/22	9:00PM	9:30pm

**Run / Walk:**

Please provide the start time for each distance (if applicable)

\_\_\_\_\_ 1 mile      \_\_\_\_\_ 5K      \_\_\_\_\_ Other distance

Please indicate your expected attendance: \_\_\_\_\_

Number of participants:

- |         |                                  |
|---------|----------------------------------|
| 1-99    | <input checked="" type="radio"/> |
| 100-199 | <input type="radio"/>            |
| 200-299 | <input type="radio"/>            |
| 300+    | <input type="radio"/>            |

*Provide route on attached site map.*



(5d)

**Food / Beverage:**

Will the event offer food/beverages? Yes  No

Will event require any food preparation on-site? Yes  No

Will alcohol be served/sold? Yes  No

Code of Ordinances Ch. 4 Sec. 4-7 Alcohol at approved festivals and events

If alcohol is served/sold, a licensed peace officer(s) must be onsite throughout the event's operation and outside the perimeter to provide security. Events require one officer with an additional officer per 100 guests. Ex.: <100 attendees would require one officer, 100<200 attendees would require two officers, 200<300 attendees would require three officers, etc.

**Police / Security Services:**

Personnel needs (indicate all that apply) Request for services is not a guarantee that staff/volunteers will be available.

Event staff How many: \_\_\_\_\_ Date(s) & time(s): \_\_\_\_\_

Volunteers How many: \_\_\_\_\_ Date(s) & time(s): \_\_\_\_\_

Private security How many: \_\_\_\_\_ Date(s) & time(s): \_\_\_\_\_

Company name: \_\_\_\_\_

Contact name and number: \_\_\_\_\_

Off duty police How many: \_\_\_\_\_ Date(s) & time(s): \_\_\_\_\_

Have you made arrangements with the police? Yes  No

If no, please contact Sgt. Brian Fuller at bfuller@waxahachiepd.org to make arrangements.

If yes, please provide following information for the person that you made the arrangements with:

Contact name: \_\_\_\_\_ Phone number: \_\_\_\_\_

**Street Closures:**

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

If yes, please list all streets, intersections, and parking lots that apply: \_\_\_\_\_

Street closings to begin on date: \_\_\_\_\_ Start time: \_\_\_\_\_ End time: \_\_\_\_\_

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

**Traffic Safety Equipment:**

Does your event require traffic cones or barricades? Yes  No

If yes, indicate the type of equipment and how many will be used (estimated):

Traffic Cones How many: \_\_\_\_\_ Barricades How many: \_\_\_\_\_

Other: \_\_\_\_\_

Where should equipment be dropped off & picked up? \_\_\_\_\_

(5d)



City of Waxahachie  
City Secretary's Office

Special Event Application

When will the traffic equipment be set-up?

Date: \_\_\_\_\_ Time: \_\_\_\_\_

When will the traffic equipment be removed?

Date: \_\_\_\_\_ Time: \_\_\_\_\_

Are you requesting the use of City traffic equipment?

Yes  No

**Availability is not guaranteed**

**Streets cannot be blocked without prior approval.**

**Temporary Tents & Structures:**

Will the event have a tent(s) larger than 10' x 20'?

Yes  No

List the # of tents & sizes:

**Indicate locations on attached required site map.**

**Electrical Services:**

How will electrical services be supplied?

Generator  Franchise Utilities  Both

List contractor / supplier:

Explain services in detail:

*utilize parks electric plug for projection*

**Insurance**

All events taking place on City of Waxahachie property must provide a certificate of liability insurance and endorsement page. The City of Waxahachie must be listed as an "Additional Insured" in the amount of \$1 million on both pages. Please list the date of the event and location on this certificate and submit at least one month before the event. The City of Waxahachie reserves the right to increase the insurance limits based on the nature and degree of risks to the public.

If you have questions regarding City insurance coverage, please inquire with City of Waxahachie staff after submitting your event application.

**Hold Harmless Clause**

Applicant / organization shall assume all risks incident to or in connection with the approved activity and shall be solely responsible for damage or injury, of whatever kind or nature, to person or property, directly or indirectly arising out of or in connection with the approved activity or the conduct of applicant's operation. Applicant hereby expressly agrees to defend and save the City, it's officers, agents, employees and representatives harmless from any penalties for violation of any law, ordinance, or regulation affecting its activity and from any and all claims, suits, losses, damages or injuries directly or indirectly out of or in connection with the approved activities or conduct of its operation or resulting from the negligence or intentional acts or omissions of applicant or its officers, agents, and employees. 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 of local orders. Furthermore, by signing this application, applicant hereby agrees to waive any and all claims that applicant may have against the City, it's officers, agents, employees, and representatives arising out of or in connection with the revocation or cancellation of an event permit.

*Maie W. [Signature]*

Signature

*8/23/22*

Date

**Contract Agreement**

Applicant / organization has thoroughly read, understands, and agrees to all conditions listed on this application.

*Maie W. [Signature]*

Signature

*8/23/22*

Date

Email completed Special Event Application and site map to Jami Bonner at [jami.bonner@waxahachie.com](mailto:jami.bonner@waxahachie.com).

Waxahachie Amphitheater at Railroad Park



Map data ©2022 100 ft



Ellis Co. 4H  
Utilizing Amphitheater  
Area grounds circled  
above

Waxahachie Amphitheater at  
Railroad Park

4.3 ★★★★★ 14 reviews  
Amphitheater



Directions



Save



Nearby



Send to  
phone



Share



455 S College St, Waxahachie, TX 75165



95J2+P5 Waxahachie, Texas



Send to your phone



Claim this business

Photos

- Hayride will start in  
front of area + go  
around court house

(5d)

**Bonner, Jami**

---

**From:** Bonner, Jami  
**Sent:** Tuesday, August 30, 2022 2:12 PM  
**To:** Greg and Tammy Wimbish  
**Subject:** RE: SPECIAL EVENT APPLICATION

Thank you, Macie. Please share a site map that indicates the setup of arts and crafts, hayrides, etc.

---

**From:** Greg and Tammy Wimbish <gtwimbish@hotmail.com>  
**Sent:** Tuesday, August 30, 2022 10:34 AM  
**To:** Bonner, Jami <jami.bonner@waxahachie.com>  
**Subject:** SPECIAL EVENT APPLICATION

Please find attached our application for Christmas Movie Festival for Ellis County 4H in December

Thanks  
Macie Wimbish

---

(9d)

**Bonner, Jami**

---

**From:** Greg and Tammy Wimbish <gtwimbish@hotmail.com>  
**Sent:** Monday, September 12, 2022 9:27 AM  
**To:** Bonner, Jami  
**Subject:** Re: SPECIAL EVENT APPLICATION  
**Attachments:** AMP MAP.jpeg

We have attached a map above, we have also been talking with Kelly Skistimas about our plans, so she might be in contact with you as well.

Thank you,  
Macie Wimbish  
Ellis Co 4H

---

**From:** Bonner, Jami <jami.bonner@waxahachie.com>  
**Sent:** Tuesday, August 30, 2022 2:12 PM  
**To:** Greg and Tammy Wimbish <gtwimbish@hotmail.com>  
**Subject:** RE: SPECIAL EVENT APPLICATION

Thank you, Macie. Please share a site map that indicates the setup of arts and crafts, hayrides, etc.

---

**From:** Greg and Tammy Wimbish <gtwimbish@hotmail.com>  
**Sent:** Tuesday, August 30, 2022 10:34 AM  
**To:** Bonner, Jami <jami.bonner@waxahachie.com>  
**Subject:** SPECIAL EVENT APPLICATION

Please find attached our application for Christmas Movie Festival for Ellis County 4H in December

Thanks  
Macie Wimbish

---

(5d)

**Bonner, Jami**

---

**From:** Skistimas, Kelly  
**Sent:** Monday, September 12, 2022 9:55 AM  
**To:** Bonner, Jami; Martinez, Gumaro; Barnes, Bradley; Campos, Yadira; Gaertner, James; Massey, Matt; Jordan, Me'Lony; Brooks, Shon; Wade Goolsbey; Joe Bill Wiser; Boyd, Ricky; Mosley, Laurie; Simpson, Anita  
**Cc:** Scott, Michael; Lawrence, Albert; Villarreal, Amber; Crocker, Clarice  
**Subject:** RE: Event Application - Christmas Movie Festival 12-16-22  
**Attachments:** 4h Christmas Movie 12.16.22.jpeg

I just received the attached from the 4H.

They are planning a hayride starting at Railyard and going around the courthouse.

---

**From:** Bonner, Jami <jami.bonner@waxahachie.com>  
**Sent:** Monday, September 12, 2022 9:47 AM  
**To:** Skistimas, Kelly <kelly.skistimas@waxahachie.com>; Martinez, Gumaro <gmartinez@waxahachie.com>; Barnes, Bradley <bradley.barnes@waxahachie.com>; Campos, Yadira <ycampos@waxahachie.com>; Gaertner, James <jgaertner@waxahachie.com>; Massey, Matt <mmassey@waxahachie.com>; Jordan, Me'Lony <mjordan@waxahachie.com>; Brooks, Shon <sbrooks@waxahachie.com>; Wade Goolsbey; Joe Bill Wiser <JWiser@waxahachiepd.org>; Boyd, Ricky <RBoyd@waxahachiefire.org>; Mosley, Laurie <lmosley@waxahachiecvb.com>; Simpson, Anita <asimpson@waxahachie.com>  
**Cc:** Scott, Michael <mscott@waxahachie.com>; Lawrence, Albert <alawrence@waxahachie.com>; Villarreal, Amber <avillarreal@waxahachie.com>; Crocker, Clarice <ccrocker@waxahachie.com>  
**Subject:** Event Application - Christmas Movie Festival 12-16-22

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](http://www.waxahachie.com)

(5d)

**Bonner, Jami**

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**From:** Boyd, Ricky  
**Sent:** Monday, September 12, 2022 9:53 AM  
**To:** Bonner, Jami  
**Subject:** Re: Event Application - Christmas Movie Festival 12-16-22  
**Attachments:** EA2022.12.16 Christmas Movie Festival.pdf

I don't have any concerns.

Sent from my iPhone

On Sep 12, 2022, at 09:46, Bonner, Jami <jami.bonner@waxahachie.com> wrote:

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](http://www.waxahachie.com)

(9d)

**Bonner, Jami**

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**From:** Gaertner, James  
**Sent:** Monday, September 12, 2022 9:52 AM  
**To:** Bonner, Jami; Skistimas, Kelly; Martinez, Gumaro; Barnes, Bradley; Campos, Yadira; Massey, Matt; Jordan, Me'Lony; Brooks, Shon; Wade Goolsbey; Joe Bill Wiser; Boyd, Ricky; Mosley, Laurie; Simpson, Anita  
**Cc:** Scott, Michael; Lawrence, Albert; Villarreal, Amber; Crocker, Clarice  
**Subject:** RE: Event Application - Christmas Movie Festival 12-16-22

I don't have any comments.

James G.

---

**From:** Bonner, Jami <jami.bonner@waxahachie.com>  
**Sent:** Monday, September 12, 2022 9:47 AM  
**To:** Skistimas, Kelly <kelly.skistimas@waxahachie.com>; Martinez, Gumaro <gmartinez@waxahachie.com>; Barnes, Bradley <bradley.barnes@waxahachie.com>; Campos, Yadira <ycampos@waxahachie.com>; Gaertner, James <jgaertner@waxahachie.com>; Massey, Matt <mmassey@waxahachie.com>; Jordan, Me'Lony <mjordan@waxahachie.com>; Brooks, Shon <sbrooks@waxahachie.com>; Wade Goolsbey; Joe Bill Wiser <JWiser@waxahachiepd.org>; Boyd, Ricky <RBoyd@waxahachiefire.org>; Mosley, Laurie <Imosley@waxahachiecvb.com>; Simpson, Anita <asimpson@waxahachie.com>  
**Cc:** Scott, Michael <mscott@waxahachie.com>; Lawrence, Albert <alawrence@waxahachie.com>; Villarreal, Amber <avillarreal@waxahachie.com>; Crocker, Clarice <ccrocker@waxahachie.com>  
**Subject:** Event Application - Christmas Movie Festival 12-16-22

For your review / comments. Thank you.

Jami Bonner  
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[www.waxahachie.com](http://www.waxahachie.com)

(5d)

**Bonner, Jami**

---

**From:** Martinez, Gumaro  
**Sent:** Monday, September 12, 2022 10:21 AM  
**To:** Bonner, Jami; Skistimas, Kelly; Barnes, Bradley; Campos, Yadira; Gaertner, James; Massey, Matt; Jordan, Me'Lony; Brooks, Shon; Joe Bill Wiser; Boyd, Ricky; Mosley, Laurie; Simpson, Anita; Wade Goolsby  
**Cc:** Scott, Michael; Lawrence, Albert; Villarreal, Amber; Crocker, Clarice  
**Subject:** RE: Event Application - Christmas Movie Festival 12-16-22

I don't have any comments or concerns with this event.

**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](mailto:gmartinez@waxahachie.com)

---

**From:** Bonner, Jami  
**Sent:** Monday, September 12, 2022 9:47 AM  
**To:** Skistimas, Kelly <kelly.skistimas@waxahachie.com>; Martinez, Gumaro <gmartinez@waxahachie.com>; Barnes, Bradley <bradley.barnes@waxahachie.com>; Campos, Yadira <ycampos@waxahachie.com>; Gaertner, James <jgaertner@waxahachie.com>; Massey, Matt <mmassey@waxahachie.com>; Jordan, Me'Lony <mjordan@waxahachie.com>; Brooks, Shon <sbrooks@waxahachie.com>; Wade Goolsbey; Joe Bill Wiser <JWiser@waxahachiepd.org>; Boyd, Ricky <RBoyd@waxahachiefire.org>; Mosley, Laurie <Imosley@waxahachiecvb.com>; Simpson, Anita <asimpson@waxahachie.com>  
**Cc:** Scott, Michael <mscott@waxahachie.com>; Lawrence, Albert <alawrence@waxahachie.com>; Villarreal, Amber <avillarreal@waxahachie.com>; Crocker, Clarice <ccrocker@waxahachie.com>  
**Subject:** Event Application - Christmas Movie Festival 12-16-22

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](http://www.waxahachie.com)

(5d)

**Bonner, Jami**

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**From:** Jordan, Me'Lony  
**Sent:** Tuesday, September 13, 2022 8:56 AM  
**To:** Gaertner, James; Bonner, Jami; Skistimas, Kelly; Martinez, Gumaro; Barnes, Bradley; Campos, Yadira; Massey, Matt; Brooks, Shon; Wade Goolsbey; Joe Bill Wisner; Boyd, Ricky; Mosley, Laurie; Simpson, Anita  
**Cc:** Scott, Michael; Lawrence, Albert; Villarreal, Amber; Crocker, Clarice  
**Subject:** RE: Event Application - Christmas Movie Festival 12-16-22

As long as they obtain food permits and check mobile food permits I have no other comments either.

---

**From:** Gaertner, James <jgaertner@waxahachie.com>  
**Sent:** Monday, September 12, 2022 9:52 AM  
**To:** Bonner, Jami <jami.bonner@waxahachie.com>; Skistimas, Kelly <kelly.skistimas@waxahachie.com>; Martinez, Gumaro <gmartinez@waxahachie.com>; Barnes, Bradley <bradley.barnes@waxahachie.com>; Campos, Yadira <ycampos@waxahachie.com>; Massey, Matt <mmassey@waxahachie.com>; Jordan, Me'Lony <mjordan@waxahachie.com>; Brooks, Shon <sbrooks@waxahachie.com>; Wade Goolsbey; Joe Bill Wisner <JWiser@waxahachiepd.org>; Boyd, Ricky <RBoyd@waxahachiefire.org>; Mosley, Laurie <lmosley@waxahachiecvb.com>; Simpson, Anita <asimpson@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 - Christmas Movie Festival 12-16-22

I don't have any comments.

James G.

---

**From:** Bonner, Jami <[jami.bonner@waxahachie.com](mailto:jami.bonner@waxahachie.com)>  
**Sent:** Monday, September 12, 2022 9:47 AM  
**To:** Skistimas, Kelly <[kelly.skistimas@waxahachie.com](mailto:kelly.skistimas@waxahachie.com)>; Martinez, Gumaro <[gmartinez@waxahachie.com](mailto:gmartinez@waxahachie.com)>; Barnes, Bradley <[bradley.barnes@waxahachie.com](mailto:bradley.barnes@waxahachie.com)>; Campos, Yadira <[ycampos@waxahachie.com](mailto:ycampos@waxahachie.com)>; Gaertner, James <[jgaertner@waxahachie.com](mailto:jgaertner@waxahachie.com)>; Massey, Matt <[mmassey@waxahachie.com](mailto:mmassey@waxahachie.com)>; Jordan, Me'Lony <[mjordan@waxahachie.com](mailto:mjordan@waxahachie.com)>; Brooks, Shon <[sbrooks@waxahachie.com](mailto:sbrooks@waxahachie.com)>; Wade Goolsbey; Joe Bill Wisner <[JWiser@waxahachiepd.org](mailto:JWiser@waxahachiepd.org)>; Boyd, Ricky <[RBoyd@waxahachiefire.org](mailto:RBoyd@waxahachiefire.org)>; Mosley, Laurie <[lmosley@waxahachiecvb.com](mailto:lmosley@waxahachiecvb.com)>; Simpson, Anita <[asimpson@waxahachie.com](mailto:asimpson@waxahachie.com)>  
**Cc:** Scott, Michael <[msscott@waxahachie.com](mailto:msscott@waxahachie.com)>; Lawrence, Albert <[alawrence@waxahachie.com](mailto:alawrence@waxahachie.com)>; Villarreal, Amber <[avillarreal@waxahachie.com](mailto:avillarreal@waxahachie.com)>; Crocker, Clarice <[ccrocker@waxahachie.com](mailto:ccrocker@waxahachie.com)>  
**Subject:** Event Application - Christmas Movie Festival 12-16-22

For your review / comments. Thank you.

Jami Bonner  
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City of Waxahachie  
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[www.waxahachie.com](http://www.waxahachie.com)

(5d)

**Bonner, Jami**

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**From:** Joe Bill Wiser  
**Sent:** Monday, September 26, 2022 3:19 PM  
**To:** Bonner, Jami  
**Subject:** RE: Event Application - Christmas Movie Festival 12-16-22

I have no concerns Jami, it would appear this will be a nice event.

---

**From:** Bonner, Jami  
**Sent:** Monday, September 26, 2022 2:06 PM  
**To:** Wade Goolsby <[wgoalsby@waxahachiepd.org](mailto:wgoalsby@waxahachiepd.org)>; Joe Bill Wiser <[JWiser@waxahachiepd.org](mailto:JWiser@waxahachiepd.org)>  
**Subject:** FW: Event Application - Christmas Movie Festival 12-16-22

Good afternoon,

Please let me know if the PD has any comments / concerns in regards to the attached event application for "Christmas Movie Festival" to be held on December 16<sup>th</sup> at Railyard Park. The event includes a "hayride with Santa" that will start at Railyard Park and go around the Courthouse before returning to the park. Thank you.

---

**From:** Bonner, Jami <>  
**Sent:** Monday, September 12, 2022 9:47 AM  
**To:** Skistimas, Kelly <[kelly.skistimas@waxahachie.com](mailto:kelly.skistimas@waxahachie.com)>; Martinez, Gumaro <[gmartinez@waxahachie.com](mailto:gmartinez@waxahachie.com)>; Barnes, Bradley <[bradley.barnes@waxahachie.com](mailto:bradley.barnes@waxahachie.com)>; Campos, Yadira <[ycampos@waxahachie.com](mailto:ycampos@waxahachie.com)>; Gaertner, James <[jgaertner@waxahachie.com](mailto:jgaertner@waxahachie.com)>; Massey, Matt <[mmassey@waxahachie.com](mailto:mmassey@waxahachie.com)>; Jordan, Me'Lony <[mjordan@waxahachie.com](mailto:mjordan@waxahachie.com)>; Brooks, Shon <[sbrooks@waxahachie.com](mailto:sbrooks@waxahachie.com)>; Wade Goolsbey; Joe Wiser <[jwiser@waxahachiepd.org](mailto:jwiser@waxahachiepd.org)>; Ricky Boyd <[rboyd@waxahachiefire.org](mailto:rboyd@waxahachiefire.org)>; Mosley, Laurie <[Imosley@waxahachiecvb.com](mailto:Imosley@waxahachiecvb.com)>; Simpson, Anita <[asimpson@waxahachie.com](mailto:asimpson@waxahachie.com)>  
**Cc:** Scott, Michael <[mScott@waxahachie.com](mailto:mScott@waxahachie.com)>; Lawrence, Albert <[alawrence@waxahachie.com](mailto:alawrence@waxahachie.com)>; Villarreal, Amber <[avillarreal@waxahachie.com](mailto:avillarreal@waxahachie.com)>; Crocker, Clarice <[ccrocker@waxahachie.com](mailto:ccrocker@waxahachie.com)>  
**Subject:** Event Application - Christmas Movie Festival 12-16-22

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](http://www.waxahachie.com)

(5e)



## Memorandum

To: Honorable Mayor and City Council  
From: Joe Wisner, Assistant Chief of Police  
Thru: Michael Scott, City Manager  
Date: September 28, 2022  
Re: Inter-Local Agreement with Ellis County Jail

---

The Waxahachie Police Department and Ellis County Sheriff's Office would like to renew the Inter-Local Cooperation Contract and Agreement for detention services. For the past several years, the Waxahachie Police Department has utilized the Ellis County Sheriff's Office to house inmates who have been arrested on a class "C" misdemeanor. County jails are required by statute to house inmates charged with offenses higher than a class "C" at no expense to arresting agencies.

We feel this agreement is beneficial to both parties. The County has the dedicated resources, including trained professional staff, to meet the unique challenges of housing inmates. The jail provides housing, food, security, and health care supplies for the inmates housed under this agreement. Without this agreement, we would have to construct, maintain, and staff a jail facility. Operating our own jail facility would most likely incur other expenses as well.

The most notable difference in the new agreement is the cost. The cost in the current agreement is \$ 60 per day, per inmate. The cost in the proposed agreement is \$91 per day, per inmate. Although this increase is significant, we believe this cooperative with the Ellis County Sheriff's Office remains the most viable and cost-effective option to house the city's class "C" prisoners. As such, we recommend continuing with this arrangement with the County.

(5e)

Staff is working with the city's finance department to plan for any potential adjustments this increase in cost may necessitate. I am asking for your approval of the attached Inter-Local Cooperation Contract and Agreement for Detention Services between the County of Ellis and the City of Waxahachie.

(50)

**INTER-LOCAL COOPERATION CONTRACT AND AGREEMENT  
FOR DETENTION SERVICES  
BETWEEN  
THE COUNTY OF ELLIS AND THE CITY OF WAXAHACHIE**

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

**WHEREAS:** such contracts are authorized under Chapter 791 of the Government Code of the State of Texas, said law cited as the Inter-local Cooperation Act of the State of Texas; and

**WHEREAS:** the functions or services contracted for and to be provided by this agreement are within the definition of "Governmental functions and services" as defined by Section 791.003 of the Government Code; and

**WHEREAS:** the function or services contracted to be provided are functions or services that each party to the contract is authorized to perform individually; and

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

The County of Ellis of the State of Texas (hereinafter, COUNTY) shall be the party providing the function or service; to wit, detention services.

The City of Waxahachie, of the State of Texas (hereinafter, CITY) shall be the party receiving the function or services and providing the consideration for such function or services.

Both parties acknowledge, understand and agree in reference to this agreement, the following:

1. That COUNTY shall provide housing to inmates of CITY who are charged with Class C misdemeanor offenses only.
2. That the cost to be charged to CITY by COUNTY providing housing of Class C misdemeanor inmates shall be \$91.00 per day.
3. That a day, for purposes of this agreement, shall include any part of a day beginning at 12:01 a.m. and ending at midnight of the same calendar day.
4. That the COUNTY by and through the Ellis County Sheriff's Office shall provide the housing, feeding, and security for the inmate housed under this agreement as well as providing health care supplies for the inmate as needed.
5. That the transportation of an inmate housed under the terms of this agreement to and from the Wayne McCollum Detention Center will be the sole responsibility of CITY.

(50)

6. That the CITY shall be responsible to take any and all inmates held under the terms of this agreement before a magistrate within twenty-three (23) hours from the time of said inmate's arrest or said inmate shall be released from the custody by the Ellis County Sheriff's personnel.
7. That the arresting agency of CITY shall provide the Ellis County Sheriff's Detention staff with a copy of the commitment order for the inmate and a copy of the judgment of the Court of the indigence hearing on the inmate wherein the inmate was found not to be indigent prior to the time or simultaneous with the time said inmate is delivered to the Wayne McCollum Detention Center.
8. That regardless of whether an inmate has been taken before a magistrate and regardless of whether a commitment order has been issued, the CITY agrees to pay for all expenses, including any medical or dental expenses, of an arrestee up until such arrestee is actually incarcerated in the Wayne McCollum Detention Center. The CITY also agrees to guard their arrestee during such arrestee's hospitalization prior to actual physical delivery for incarceration in the Wayne McCollum Detention Center. Once an arrestee is actually incarcerated in the Wayne McCollum Detention Center, the CITY agrees to pay the expenses of an inmate as agreed to herein this agreement.
9. That any inmate detained under this agreement shall undergo a medical screening process prior to acceptance into the Wayne McCollum Detention Center. Any prospective inmate found to be in immediate need of medical care by the intake officer will be rejected for admission. Regardless of any statutory provision, all emergency medical services required for an inmate being held for CITY will be the sole responsibility of CITY. If an inmate shall make a medical call to see a doctor, then CITY shall be billed for the actual cost of such medical call plus the cost of transporting the inmate to and from the location to provide that inmate with medical or dental services in an amount of \$0.62.5 per mile.
10. Medical calls that require only the staff nurse on duty at the Wayne McCollum Detention Center will be provided as part of the service provided by COUNTY. In the event a medical emergency shall require transportation of the inmate to the hospital emergency room or confinement in the hospital, the detention personnel of COUNTY shall provide security on a temporary basis, not to exceed eighteen (18) hours. It shall be the responsibility of CITY to provide security for any inmate being held at the hospital for which CITY is financially responsible under the terms of this agreement within a reasonable time period that must begin no later than eighteen (18) hours from the inmate being delivered to the hospital. All emergency medical cost or other medical cost shall be the responsibility of CITY. Determination of the need to seek medical attention shall be made by COUNTY without any requirement for consultation with CITY prior to the time such medical service is required.
11. That the CITY shall indemnify and agree to hold harmless COUNTY for any loss which may occur to COUNTY while housing any inmate under this agreement except for acts or omissions of COUNTY which are intentional or grossly negligent.
12. The CITY agrees that it shall pay monthly to COUNTY as billed for services rendered under the terms of this agreement.
13. The parties agree that this inter-local agreement shall continue in force indefinitely. Said contract shall continue until such time as it shall be canceled or modified by either party. Either

(51)

party may cancel this agreement upon thirty (30) days written notice to the other for any reason or cause or without cause.

EXECUTED in triplicate this, the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
TODD LITTLE  
COUNTY JUDGE, ELLIS COUNTY, TEXAS

Pursuant to minute order \_\_\_\_\_

Attest:

Approved:

\_\_\_\_\_  
KRYSTAL VALDEZ  
ELLIS COUNTY CLERK

\_\_\_\_\_  
BRAD NORMAN  
ELLIS COUNTY SHERIFF

Sign \_\_\_\_\_

Print \_\_\_\_\_  
MAYOR, CITY OF WAXAHACHIE, TEXAS

Attest:

Approved:

Sign \_\_\_\_\_

Print \_\_\_\_\_  
CITY SECRETARY

Print Joe Wiser

Sign Joe Wiser  
CHIEF OF POLICE

(9f)



## Memorandum

To: Honorable Mayor and City Council

From: Chad Tustison, Finance Director

Thru: Michael Scott, City Manager

Date: October 3, 2022

Re: Ellis County Interlocal Agreement

---

**Item Description:** On Monday, October 3, 2022 an interlocal agreement between Ellis County 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 Ellis County in reference to Chapter 791 of the Texas Government Code (hereinafter "Interlocal Cooperation Act") to set forth the terms and conditions upon which Ellis County and the City of Waxahachie may purchase various goods and services on contract that are commonly utilized by each party. Ellis County 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.

(5f)

## INTERLOCAL AGREEMENT

This Interlocal Agreement ("Agreement") is made and entered into this 3rd day of October, 2022, by and between the ELLIS COUNTY, Texas (hereinafter called "ELLIS COUNTY"), and the CITY OF WAXAHACHIE, Texas (hereinafter called "WAXAHACHIE"), each acting by and through its duly authorized officials:

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

WHEREAS, ELLIS COUNTY 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 ELLIS COUNTY 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 ELLIS COUNTY and WAXAHACHIE through the anticipated savings to be realized and is of mutual concern to the contracting parties;

WHEREAS, ELLIS COUNTY 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; ELLIS COUNTY and WAXAHACHIE agree as follows:

1. ELLIS COUNTY 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. ELLIS COUNTY 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. ELLIS COUNTY 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.

(6f)

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 October 3, 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.

(9f)

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

ELLIS COUNTY

CITY OF WAXAHACHIE

\_\_\_\_\_  
By: Todd Little,  
County Judge

\_\_\_\_\_  
By: Michael Scott,  
City Manager

STATE OF TEXAS §

COUNTY OF ELLIS §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2022, by Todd Little of the **COUNTY ELLIS, 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

(5g)



## Memorandum

To: Honorable Mayor and City Council

From: Chad Tustison, Finance Director

Thru: Michael Scott, City Manager

Date: September 29, 2022

Re: Cooperative Purchasing Agreement with OMNIA Partners

---

**Item Description:** On Monday, October 3, 2022 a cooperative purchasing agreement between OMNIA Partners 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 intergovernmental purchasing agreement with OMNIA Partners in reference to Chapter 791 of the Texas Government Code (hereinafter "Interlocal Cooperation Act") to set forth the terms and conditions upon which OMNIA Partners and the City of Waxahachie may purchase various goods and services on contract that are commonly utilized by each party. OMNIA Partners 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.

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# OMNIA<sup>®</sup>

PARTNERS



## **MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT**

This Master Intergovernmental Cooperative Purchasing Agreement (this “**Agreement**”) is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate (“**Principal Procurement Agencies**”) with National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector and/or Communities Program Management, LLC, a California limited liability company d/b/a U.S. Communities (collectively, “**OMNIA Partners**”) to be appended and made a part hereof and such other public agencies (“**Participating Public Agencies**”) who register to participate in the cooperative purchasing programs administered by OMNIA Partners and its affiliates and subsidiaries (collectively, the “**OMNIA Partners Parties**”) by either registering on the OMNIA Partners website ([www.omniapartners.com/publicsector](http://www.omniapartners.com/publicsector) or any successor website), or by executing a copy of this Agreement.

### RECITALS

**WHEREAS**, after a competitive solicitation and selection process by Principal Procurement Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers have entered into “**Master Agreements**” (herein so called) to provide a variety of goods, products and services (“**Products**”) to the applicable Principal Procurement Agency and the Participating Public Agencies;

**WHEREAS**, Master Agreements are made available by Principal Procurement Agencies through the OMNIA Partners Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

**WHEREAS**, in addition to Master Agreements, the OMNIA Partners Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.

**NOW, THEREFORE**, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties hereby agree as follows:

1. Each party will facilitate the cooperative procurement of Products.
2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency’s procurement practices. The Participating Public Agencies hereby

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acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies' participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(j), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable "safe harbor" regulations, including but not limited to any and all obligations to fully and accurately report discounts and incentives.

3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital or other healthcare provider and is not purchasing Products on behalf of a hospital or healthcare provider.

4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law, policies or procedures.

5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.

6. The Participating Public Agency agrees the OMNIA Partners Parties may provide access to group purchasing organization ("GPO") agreements directly or indirectly by enrolling the Participating Public Agency in another GPO's purchasing program provided the purchase of Products through the OMNIA Partners Parties or any other GPO shall be at the Participating Public Agency's sole discretion.

7. The Participating Public Agencies (each a "Procuring Party") that procure Products through any Master Agreement or GPO Product supply agreement (each a "GPO Contract") will make timely payments to the distributor, manufacturer or other vendor (collectively, "Supplier") for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.

8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing or additional concessions for purchase of Products through a Master Agreement.

9. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-

(99)

procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.

10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE OMNIA PARTNERS PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE OMNIA PARTNERS PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE OMNIA PARTNERS PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.

11. This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.

12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) registration on the OMNIA Partners website or the execution of this Agreement by a Participating Public Agency, as applicable.

**NATIONAL INTERGOVERNMENTAL  
PURCHASING ALLIANCE COMPANY,  
A DELAWARE CORPORATION D/B/A  
OMNIA PARTNERS, PUBLIC SECTOR  
AND/OR COMMUNITIES PROGRAM  
MANAGEMENT, LLC, A CALIFORNIA  
LIMITED LIABILITY COMPANY D/B/A  
U.S. COMMUNITIES**

*Sarah Vavra*

\_\_\_\_\_  
Authorized Signature  
Michael Scott  
\_\_\_\_\_  
Name  
City of Waxahachie City Manager  
\_\_\_\_\_  
Title and Agency Name  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature  
Sarah E. Vavra  
\_\_\_\_\_  
Name  
Sr. Vice President, Public Sector Contracting  
\_\_\_\_\_  
Title  
\_\_\_\_\_  
Date

(7)

# ***PROCLAMATION***

**WHEREAS**, change is constant and affects all cities, towns, suburbs, counties, boroughs, townships, rural areas, and other places; and

**WHEREAS**, community planning and plans can help manage this change in a way that provides better choices for how people live, work and play; and

**WHEREAS**, community planning provides an opportunity for all residents to be meaningfully involved in making choices that determine the future of their community; and

**WHEREAS**, the full benefits of planning require public officials and citizens who understand, support, and demand excellence in planning and plan implementation; and

**WHEREAS**, the month of October is designated as National Community Planning Month throughout the United States of America and its territories, and

**WHEREAS**, American Planning Association endorses National Community Planning Month as an opportunity to highlight how planning is essential to recovery and how planners can lead communities to equitable, resilient and long-lasting recovery; and

**WHEREAS**, the celebration of National Community Planning Month gives us the opportunity to publicly recognize the participation and dedication of the members of planning commissions and other citizen planners who have contributed their time and expertise to the improvement of the City of Waxahachie, Texas; and

**WHEREAS**, we recognize the many valuable contributions made by the professional community and regional planners of the City of Waxahachie, Texas and extend our heartfelt thanks for the continued commitment to public service by these professionals;

**NOW, THEREFORE**, be it resolved that I, David Hill, Mayor of Waxahachie, along with the entire City Council hereby designated the month of October 2022 as

## ***“NATIONAL COMMUNITY PLANNING MONTH”***

in the City of Waxahachie, Texas, in conjunction with the celebration of National Community Planning Month.

Proclaimed this 3<sup>rd</sup> day of October 2022.

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MAYOR

ATTEST:

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CITY SECRETARY

# **PROCLAMATION**

**WHEREAS**, Waxahachie’s future strength depends on providing a high-quality education to all students; and

**WHEREAS**, teacher quality matters more to student achievement than any other school-related factor; and

**WHEREAS**, teachers spend countless hours preparing lesson plans and supporting students; and

**WHEREAS**, our Waxahachie ISD teachers have demonstrated great resilience, adaptability, and creativity during the COVID-19 crisis; and

**WHEREAS**, our community recognizes and supports its teachers in educating the children of this community; and

**WHEREAS**, #TeachersCan is a statewide movement supported by more than 125 partnering businesses and organizations committed to elevating the teaching profession and honoring the critical role teachers play in the success of Texas; and

**NOW, THEREFORE**, be it resolved that I, David Hill, Mayor of the City of Waxahachie, Texas, along with the entire City Council, joins #TeachersCan and its partnering entities across Texas in celebrating World Teachers’ Day and do hereby proclaim Wednesday, October 5, 2022 as

## ***“World Teachers’ Day”***

in the City of Waxahachie and encourage members of our community to “Be a light for Waxahachie teachers” and personally express appreciation to our teachers by displaying a light blue ribbon outside your homes or businesses the week of October 5<sup>th</sup> as a symbol of support for our educators.

Proclaimed this 3rd day of October 2022.

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MAYOR

ATTEST:

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ASSISTANT CITY SECRETARY

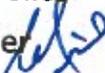
(9)



## Memorandum

To: Honorable Mayor and City Council

From: Joe Wiser, Asst. Chief of Police

Thru: Michael Scott, City Manager 

Date: September 26, 2022

Re: Animal Control Advisory Committee

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The Health and Safety Code Chapter 823, Sec. 823.005 requires that an Advisory Committee be created to work with Animal Services to ensure that practices and procedures related to animal control are humane, consistent with industry standards and in the best interest of the community. On October 21, 2019, the Council enacted article VIII of Chapter six of the Waxahachie City Ordinance 3152, thereby creating the Animal Advisory Board. The Waxahachie Animal Services has previously had an Advisory Committee in place that consists of four members. The current ordinance allows for at least one licensed veterinarian, one county or municipal official, one person whose duties include the daily operation of an animal shelter, and one representative from an animal welfare organization. We are requesting to add an additional citizen member.

The following individuals currently serve on the Advisory Committee:

Dr. Tommy Menser, Menser Veterinary Clinic

Cathy Le – Waxahachie Animal Services Supervisor

Melony Jordan – Waxahachie Code Enforcement Officer

(9)

Nelda Corbell – Humane Society of North Texas

Cherie Batsel has expressed an interest in serving as the citizen committee member. I have developed a working relationship with Ms. Batsel who is employed with the Ellis County District and County Attorney's Office and I have found her to be both professional, and authentically devoted to the welfare and concern for all animals.

The proposed change to the ordinance has been included along with this memorandum for your review and consideration.

I respectfully request approval of the proposed change to the existing ordinance.

(9)

**ORDINANCE NO.**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WAXAHACHIE, TEXAS, AMENDING ARTICLE VIII, “ANIMAL CARE ADVISORY COMMITTEE,” CHAPTER 6, “ANIMALS AND FOWL,” OF THE WAXAHACHIE CITY CODE AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the City Council of the City of Waxahachie, Texas (“City Council”), has determined that the adoption of this ordinance best serves the general welfare of the City of Waxahachie, Texas (“City”), and its residents by amending the Animal Care Advisory Committee to assist in ensuring compliance with animal shelter standards and will promote and preserve the public health, safety, and welfare.

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

**SECTION 1.** The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

**SECTION 2.** That Article VIII, “Animal Care Advisory Committee,” Chapter 6, “Animals and Fowl,” of the Waxahachie City Code, is hereby amended to read as follows:

**“ARTICLE VIII**

**ANIMAL CARE ADVISORY COMMITTEE.**

**Sec. 6.85 – Created**

There is hereby created in and for the City of Waxahachie the Waxahachie Animal Care Advisory Committee (“Committee”).

**Sec. 6.86 – Composition**

The membership of the Committee shall be composed of at least:

- (a) one licensed veterinarian;
- (b) one county or municipal official;
- (c) one person whose duties include the daily operation of an animal shelter;
- (d) one representative from an animal welfare organization; and
- (e) one citizen.

**Sec. 6.87 – Appointment**

The members of the Committee shall be appointed by the City Council.

**Sec. 6.88 – Purpose and authority**

(9)

The Committee shall serve in an advisory capacity and shall make recommendations to City Staff and City Council in complying with Texas Health and Safety Code Chapter 823 or successor, as amended, and, in an advisory capacity, assist the City in establishing procedures applicable to the City's animal services program.

**Sec. 6.89 – Compensation**

The members of the Committee shall serve without compensation.

**Sec. 6.90 – Terms**

Persons appointed to the Committee by City Council shall serve for a term of two (2) years, without terms limits, and each member shall serve at the will and pleasure of the City Council. Any member who fails to attend more than two Committee meetings in succession shall automatically vacate the member's position on the Committee. In that event, or in the event of a resignation from the Committee, the City Council shall name a successor from the same representative group.

**Sec. 6.91 – Removal of member**

The City Council may remove from office any member of the Committee for any cause deemed by the Council to be in the best interest of the city.

**Sec. 6.92 – Meetings**

The Committee shall meet at least three times per year, or as specified by the Texas Health and Safety Code, if amended.

**Sec. 6.93 – Obligations, liabilities of city not to be made**

The Committee shall not have any authority to create legal obligations or liabilities of the City. Nothing herein grants the Committee the privilege to manage City Staff, issue policy, create or alter fees, or otherwise interfere with the operations of the City's animal services program. Recommendations shall be considered for implementation by the appropriate authority (City Staff or City Council) depending upon the nature of the recommendation."

**SECTION 3.** This ordinance shall take effect immediately from and after its passage and publication of the caption as required by law.

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF WAXAHACHIE, TEXAS THIS 3<sup>RD</sup> DAY OF OCTOBER, 2022.**

\_\_\_\_\_  
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: October 3, 2022

Re: Consider the approval of a contract with Capco Telecom LLC. for the City of Waxahachie Water/Sewer Management and Security Measures Project

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**Item Description:** Consider the approval of a contract with Capco Telecom LLC for the City of Waxahachie Water/Sewer Management and Security Measures Project in the amount of \$1,333,029.01

**Item Summary:** In September 2021, City Council was briefed on recommended projects that could be funded with Coronavirus Local Fiscal Recovery Funds (CLFRF). The Water/Sewer Management and Security Measure Project was identified as one of the projects that staff should move forward with. This project will establish a private fiber network with the City's water and wastewater infrastructure including elevated storage tanks, pump stations, lift stations and plant facilities. This will allow the City to improve its SCADA communication systems and enhance security of the water and wastewater infrastructure.

Staff reviewed options for procuring this project and identified Capco Telecom, LLC through an Interlocal Agreement with the Frisco Independent School District that was approved by City Council on July 5, 2022. The City has worked with Capco, Inc. on other projects and is familiar with their work.

This project was on hold until the City received the second round of CLFRF Funding. The funding was recently received and this project is now ready to move forward. Staff recommends approval of this contract in the amount of \$1,333,029.01.

(10)

**Fiscal Impact:** The project is part of the submittals for CLRF funding which will cover the cost of the project.



## Memorandum

To: Honorable Mayor and City Council  
From: James Gaertner, P.E., Director of Public Works and Engineering  
Thru: Michael Scott, City Manager  
Date: October 3, 2022  
Re: Contract Price Increase for Concrete Services with G.A.W. Construction Services

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**Item Description:** Recently, the City of Midlothian approved an increase to their contract with G.A.W. Construction Services, due to inflation. The City of Waxahachie has an Interlocal Agreement with the City of Midlothian to use their contractors and suppliers. The City of Waxahachie currently uses G.A.W. for miscellaneous concrete services as required throughout the City.

**Item Summary:** The City of Waxahachie entered an Interlocal Agreement with the City of Midlothian to secure an annual agreement for miscellaneous concrete work throughout the City. In order to continue to use G.A.W., we need to approve the revised contract pricing. Otherwise, we would need to discontinue further work with G.A.W, and go out for bids to find another concrete contractor. The Public Works, Utilities, and Parks Departments currently uses G.A.W. for miscellaneous concrete work including street repairs, pavement repairs due to utility cuts, park trail repairs, farmers market sidewalk/parking, the sidewalk program and other work throughout the city. City staff has reviewed the increase prices and recommends approval as it is in-line with current market pricing.

**Fiscal Impact:** This work is funded from the operating budget of various city departments and may result in future project scope reductions or potentially, budget supplement appropriation requests. These would be brought to Council and presented on a case-by-case basis.

(12)



## Memorandum

To: Honorable Mayor and City Council

From: David Bailey, Senior Director of Utilities

Thru: Michael Scott, City Manager

Date: October 3, 2022

Re: Consider Award of Construction Contract to Dake Construction for  
Howard Road Water Treatment Plant Filter No. 3 Rehabilitation

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**Item Description:** On Monday, October 3, 2022 an item will appear before the City Council for consideration of a construction bid award for rehabilitation of Filter No. 3 at the Howard Road Water Treatment Plant to Dake Construction in the amount of \$189,400.

**Item Summary:** This item is for replacement of the underdrain system and anthracite media for Filter No. 3 at the Howard Road Water Treatment Plant. In February 2022 the filter underdrain media support experienced a failure rendering the filter out of service and reducing treatment capacity. There were three (3) sealed bids received at the bid opening on August 22, 2022 with Dake Construction submitting the lowest and best qualified bid in the amount of \$189,400. Bringing this project forward for bid award was delayed due to awaiting final review approval from the Texas Commission on Environmental Quality which was received the week of September 19, 2022.

**Fiscal Impact:** Requested funds are to be appropriated from working capital in FY23 in the amount of \$208,340, with \$189,400 for the bid award and a requested 10% project contingency fund in the amount of \$18,940.



**CITY OF WAXAHACHIE  
HOWARD ROAD WATER TREATMENT PLANT  
FILTER NO. 3 REPAIR**



Time/Date for Receiving Bids: 2:00 p.m. - Thursday, August 25, 2022  
BID TABULATION

ITEM	BIDDER		
	Dake Construction	Bar Constructors, Inc.	Red River Construction Co.
Confirmed Receipt of Addendum No. 1	X	X	X
Bid Proposal - Section 00 41 00	X	X	X
Bid Schedule - Section 00 41 10	X	X	X
Bid Bond - Section 00 41 50	X	X	X
Contractor Compliance to State Law - Section 00 43 00	X	X	X
Non-Collusion Affidavit - Section 00 43 50	X	X	X
Conflict of Interest Questionnaire - Section 00 44 00	X	X	X
Bid Item No. 1 - Filter No. 3 Repair	\$ 102,600.00	\$ 188,200.00	\$ 199,000.00
Bid Item No. 2 - Gravity Filter Underdrain and Media	\$ 86,800.00	\$ 86,800.00	\$ 86,800.00
<b>Total Bid</b>	<b>\$ 189,400.00</b>	<b>\$ 275,000.00</b>	<b>\$ 285,800.00</b>

(12)

(13)



## Memorandum

To: Honorable Mayor and City Council

From: David Bailey, Senior Director of Utilities

Thru: Michael Scott, City Manager

Date: October 3, 2022

Re: Consider an amendment to the Professional Services contract with Plummer & Associates for the Howard Road Air Scour Blower and Chemical Storage Tank Rehabilitation Project

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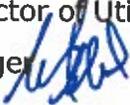
**Item Description:** Approval of a contract amendment in the amount of \$83,000 to the engineering services and construction administration agreement (Agreement) of Plummer & Associates for the Howard Road Filter No. 6 rehab and Raw Water Flowmeter Replacement Project in association with the Howard Road Air Scour Blower and Chemical Storage Tank Rehabilitation Project.

**Item Summary:** This proposal would amend the current engineering services and construction administration agreement for the Howard Road Air Scour Blower and Chemical Tank Rehabilitation project to include engineering design services and construction oversight for the Filter No. 6 Rehab and Raw Water Flowmeter Replacement Project. This project will include replacing the filter underdrain media support and anthracite media for Filter 6 and replacing three (3) raw water flowmeters. The existing flowmeters and filter components were identified in the Howard Road Water Treatment Plant Masterplan as recommended items to be replaced due to both operating outside their service life and beginning to experience failures.

**Fiscal Impact:** This project is a planned and budgeted expense included in the Utility Department 5-year CIP and funded through FY22 bond sale. Combining these scopes into one project potentially allows the City to take advantage of economies of scale and project scheduling efficiencies. Staff recommends approval of this contract amendment in the amount of \$83,000.



## Memorandum

To: Honorable Mayor and City Council  
From: David Bailey, Senior Director of Utilities  
Thru: Michael Scott, City Manager   
Date: October 3, 2022  
Re: Consider the approval of a Professional Engineering Services Agreement with Teague Nall & Perkins, Inc. for Design and Construction Services for Water Street Waterline Improvements

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**Item Description:** On October 3, 2022 an item will appear before the City Council for a Professional Engineering Service Agreement with Teague Nall & Perkins Inc. for Water Street Waterline Improvements in the amount of \$168,800.

**Item Summary:** The proposal includes design engineering services, surveying and construction administration services. This rehabilitation project will replace approximately 3,800 linear feet of existing 6" cast iron water line that has had numerous failures in the past several years and has exceeded its service life expectancy. The new line will be an 8" PVC water line, with new valves, services lines, fire hydrants, and appurtenances. The limits of this project construction will be Water Street from Ferris Avenue to North Spencer Street.

**Fiscal Impact:** This project is a planned and budgeted expense included in the Utility Department's 5-year CIP and funded through the FY22 bond sale. Staff has reviewed the proposal and recommends City Council approval in the amount of \$168,800.

(15)



## Memorandum

To: Honorable Mayor and City Council

From: David Bailey, Senior Director of Utilities

Thru: Michael Scott, City Manager

Date: October 3, 2022

Re: Consider the Approval of a Professional Engineering Service Agreement with Plummer & Associates for Sodium Hypochlorite Bulk Storage Tank and Tube Settler Replacement at the Robert W. Sokoll Water Treatment Plant

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**Item Description:** On October 3, 2022 an item will appear before the City Council for a Professional Engineering Service Agreement with Plummer & Associates for design and construction oversight services associated with the replacement of two (2) Sodium Hypochlorite Bulk Storage Tanks and Basin Tube Settlers at the Robert W. Sokoll Water Treatment Plant in the amount of \$110,000

**Item Summary:** This proposal includes design engineering services and construction administration services for the project. This project will replace two 20,000-gallon Sodium Hypochlorite Bulk Storage Tanks, Valves and associated hardware as well as the existing fiberglass tube settlers in two sedimentation basins. Both existing items were installed in 2009, when the plant was commissioned, and are nearing the end of the manufacturers recommended 10-15-year service life and are beginning to experience failures.

**Fiscal Impact:** This project is a planned and budgeted expense included in the 2022-23 Sokoll Water Treatment Plant Operations and Maintenance Fund. The Robert W. Sokoll Water Treatment Plant is jointly own between the City and Rockett SUD. The contract governs the partnership between the two entities and dictates capital expenses are shared 50/50. As a result, the City's true cost for the engineering of this project is \$55,000. Staff has reviewed the proposal and recommends approval of the Agreement in the total amount of \$110,000.