

# **A G E N D A**

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

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

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

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 16, 2019
- b. Minutes of the City Council briefing of September 16, 2019
- c. Interlocal Agreement with Frisco for Purchasing Goods and Services
- d. Approve route for Waxahachie ISD Homecoming Parade to be held on October 18, 2019
- e. Approve Lease Agreement with Motorola
- f. Tinkergarten Fall Lantern Walk to be held November 3, 2019
- g. Fall Carnival at The Avenue to be held on October 26, 2019
- h. Lighted Night Parade and Community Tree Lighting to be held December 3, 2019

6. **Introduce** Honorary Councilmember

7. **Continue Public Hearing** on a request by Dorothea M. Russell for a Replat of Lot B, Block 206, Town Addition, to create Lots 1-2, Block A, Russell Replat, 0.4523 acres (Property ID 171519) – Owner: DOROTHEA M RUSSELL AND DELBERT EARL RUSSELL (RP-19-0110)

8. **Consider** approval of RP-19-0110

9. **Consider** City commitment to dedicate land for Hope Clinic
10. **Consider** Economic Development Commission recommendation of incentives for Showbiz Cinemas to construct an entertainment center
11. **Consider** proposed Ordinance repealing and replacing Chapter 6 (Animal and Fowl) of the Code of Ordinances
12. **Consider** award of bid for Grove Creek Force Main and Gravity Outfall Sewer Line Project
13. **Consider** Resolution approving application for 2019 Assistance to Firefighters Grant
14. **Convene** into Executive Session for deliberation regarding Economic Development Negotiations as permitted by the **Texas Government Code, Section 551.087** and to review Performance Evaluation for City Manager as permitted by the **Texas Government Code, Section 551.074**
15. **Reconvene** and take any necessary action
16. Comments by Mayor, City Council, City Attorney and City Manager
17. Adjourn

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

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

City Council  
September 16, 2019

(5a)

A regular meeting of the Mayor and City Council of the City of Waxahachie, Texas was held in the Council Chamber at City Hall, 401 S. Rogers on Monday, September 16, 2019 at 7:00 p.m.

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

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

Councilmember Kevin Strength gave the invocation and led the Pledge of Allegiance and the Texas Pledge of Allegiance.

**4. Public Comments**

Mrs. Melissa Chapman, 615 North Rogers Street, Waxahachie, President of the Waxahachie Symphony Association, thanked City Council for their support of the performing arts. She handed out brochures noting the 2019-2020 season starts on Saturday, September 21, 2019.

Mr. Ira Tenpenney, 109 Rosa Street, Waxahachie, expressed gratitude for the recycling program for citizens. He referenced the contract between the city and Waste Management and expressed concern with limb pickup and disposal noting it will lead to a fire hazard. He encouraged citizens to utilize the Convenience Station.

Mr. Kevin Ivey, 1980 East Highland Road, Waxahachie, stated that the City Council meeting of September 3, 2019, the Minutes reflect he spoke in favor of the tax rate. Mr. Ivey clarified he is not in favor of the tax increase. He asked Council to consider rolling the elections to general elections every two years.

Ms. Amy Hedtke, 106 Vanderbilt Lane, Waxahachie, spoke on lowering the tax rate adopting the effective rate.

Mr. Kevin Bready, 157 Valley Ranch, Waxahachie, stated he attended the last city council meeting expressing his support in lowering the tax rate. He requested City Council to lower the tax rate.

(5a)

Mr. Jim Kauffman, 817 West Main Street, Waxahachie, stated the City of Waxahachie has a lower tax rate than other surrounding cities and cutting taxes will result in reducing city services.

Mr. Alan Fox, 327 University, Waxahachie, spoke in favor of the tax rate. He stated we need the amenities in the city for young families as well as senior citizens.

Mr. Paul Christensen, 110 Williams Street, Waxahachie, spoke against the tax rate and disapproved of the proposed sidewalk program.

Mr. Miguel Villanueva, 409 Sunset Court, Waxahachie, referenced an article in the newspaper reflecting the Council meeting of September 3, 2019. He stated the papers article is a gross misinterpretation of the City and City Council noting it was unnecessary.

**5. Consent Agenda**

- a. Minutes of the City Council meeting of September 3, 2019
- b. Minutes of the City Council briefing of September 3, 2019
- c. Minutes of the City Council and Planning and Zoning Commission joint work session of September 3, 2019
- d. Interlocal Agreement with Cedar Hill for the First Responder Resiliency Program
- e. Interlocal Agreement with Red Oak and Midlothian to share equipment and cost for proposed radio system
- f. Approve funding of custom art commission by Desmond Mason for Hachie Heart in Freedman Memorial Park
- g. City Manager's appointment of member to Civil Service Commission
- h. Acceptance of 2018 SAFER Grant
- i. Cycling for Veterans event to be held November 10, 2019

**Action:**

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

**6. Introduce Honorary Councilmember**

Mayor Hill announced there is not an Honorary Councilmember for the month of September.

**7. Present Proclamation proclaiming September 17 – 23, 2019 as Constitution Week**

Mayor Hill read a proclamation proclaiming September 17 – 23, 2019 as Constitution Week and presented it to Ms. Vicki Williams, Ms. Sharon McIver, and members of the Rebecca Boyce Chapter of the Daughters of the American Revolution.

**8. Consider proposed Ordinance providing for the issuance of City of Waxahachie, Texas Combination Tax and Revenue Certificates of Obligation, Series 2019, in an aggregate principal amount not to exceed \$31,525,000 and ordained other matters relating to the subject**

(5a)

Finance Director Charles Harris stated the Ordinance approves the issuance of \$29,000,000 in principal in bonds noting that will fund \$31,150.00. He stated the funds will be allocated to streets, various water and wastewater project, and park improvements. Mr. Harris stated the true interest cost of 2.52% is a very low interest rate.

Councilmember Strength thanked Mr. Harris for his work noting a lot project are complete due to the issuance of bonds.

Mr. Tommy Ludwig, Assistant City Manager, stated since 2010 we have scarified 96 street segments and did 19 corridor restorations being a full scale roadway, sidewalks, curb and gutter, water and sewer, and street lights and of those 19 corridors there were 25 individual projects and collectively over the nine year period approximately 51 million dollars was spent.

Councilmember Strength stated we have made a big impact with the money that we have received from the taxes and he thanked Mr. Harris for putting the street program together.

**ORDINANCE NO. 3136**

**ORDINANCE PROVIDING FOR THE ISSUANCE OF CITY OF WAXAHACHIE, TEXAS, COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2019, IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$31,525,000, AND ORDAINING OTHER MATTERS RELATING TO THE SUBJECT**

**Action:**

*Councilmember Kevin Strength moved to approve Ordinance No. 3136. Mayor Pro Tem Mary Lou Shipley seconded. The vote was as follows:*

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

*Noes: Melissa Olson*

***The motion carried.***

- 9. Public Hearing on a request by DeeAnne Row for a Replat of Lots 19 and 20, Green Meadow, to create Lots 19R and 20R, Green Meadow, 8.922 acres (Property ID 150722) in the Extra Territorial Jurisdiction – Owner: BRIAN & DEEANNE ROW (RP-19-0088)**

Mayor Hill opened the Public Hearing.

Planning Director Shon Brooks reported the request meets the requirements of the Sub Division regulations and recommended approval.

There being no others to speak for or against RP-19-0088, Mayor Hill closed the Public Hearing.

(50)

**10. Consider approval of RP-19-0088**

**Action:**

*Councilmember Chuck Beatty moved to approve a request by DeeAnne Row for a Replat of Lots 19 and 20, Green Meadow, to create Lots 19R and 20R, Green Meadow, 8.922 acres (Property ID 150722) in the Extra Territorial Jurisdiction – Owner: BRIAN & DEEANNE ROW (RP-19-0088). Mayor Pro Tem Mary Lou Shipley seconded, All Ayes.*

**11. Public Hearing on a request by Amanda Doty, B&M Assessment Services, for a Specific Use Permit (SUP) for Rooftop Solar Panel System use within a Planned Development-27-Single Family-2 zoning district, located at 311 Choctaw Trail (Property ID 229213) – Owner: RICHARD S & PENNY P EWERS (SU-19-0104)**

Mayor Hill opened the Public Hearing.

Mr. Brooks reported the rooftop solar panels do not face the right of way. He stated staff received three letters of approval. Mr. Brooks stated the request meets the requirements of the Zoning Ordinance and recommended approval.

There being no others to speak for or against SU-19-0104, Mayor Hill closed the Public Hearing.

**12. Consider proposed Ordinance approving SU-19-0104**

**ORDINANCE NO. 3137**

**AN ORDINANCE AUTHORIZING A SPECIFIC USE PERMIT (SUP) TO PERMIT A ROOFTOP SOLAR PANEL SYSTEM USE WITHIN A PLANNED DEVELOPMENT-27-SINGLE FAMILY – 2 (PD-27-SF-2) ZONING DISTRICT, LOCATED AT 311 CHOCTAW TRAIL, BEING PROPERTY ID 229213, IN THE CITY OF WAXAHACHIE, ELLIS COUNTY, TEXAS, BEING LOT 6, BLOCK E IN THE INDIAN HILLS PHASE VIII SUBDIVISION, AND ORDERING THE CHANGING OF THE ZONING MAP THEREOF IN ACCORDANCE WITH SAID CHANGE.**

**Action:**

*Councilmember Melissa Olson moved to approve Ordinance No. 3137. Councilmember Chuck Beatty seconded, All Ayes.*

**13. Public Hearing on a request by Hugo Monsanto for a Replat of Lot 3, Block 7, Nora Alexander's Subdivision, to create Lots 3AR and 3BR, Block 7, Nora Alexander's Subdivision, 0.232 acres (Property ID 172038) – Owner: VICTORINO G & PAULA G LUNA (RP-19-0105)**

Mayor Hill opened the Public Hearing.

Mr. Brooks reported the applicant proposes taking one (1) lot and making it into two (2) lots. He stated it does meet the Sub Division requirements and recommended approval.

(50)

There being no others to speak for or against RP-19-0105, Mayor Hill closed the Public Hearing.

**14. Consider approval of RP-19-0105**

**Action:**

*Mayor Pro Tem Mary Lou Shipley moved to approve a request by Hugo Monsanto for a Replat of Lot 3, Block 7, Nora Alexander's Subdivision, to create Lots 3AR and 3BR, Block 7, Nora Alexander's Subdivision, 0.232 acres (Property ID 172038) – Owner: VICTORINO G & PAULA G LUNA (RP-19-0105). Councilmember Kevin Strength seconded, All Ayes.*

**15. Public Hearing on a request by Alan Lauhoff, P.E., Atlas Associates Inc., for a Zoning Change from a Single Family-2 zoning district to Planned Development-Single-Family Residential-3, with Concept Plan, located South of Blue Bonnet Trails Phases 1 and 2 (Property ID 264992 and 182275) - Owner: BLUE BONNET TRAILS LLC (PD-19-0106)**

Mayor Hill opened the Public Hearing and announced the applicant requested to continue PD-19-0106 to the City Council meeting of November 4, 2019.

**16. Consider proposed Ordinance approving PD-19-0106**

**Action:**

*Mayor Pro Tem Mary Lou Shipley moved to continue a request by Alan Lauhoff, P.E., Atlas Associates Inc., for a Zoning Change from a Single Family-2 zoning district to Planned Development-Single-Family Residential-3, with Concept Plan, located South of Blue Bonnet Trails Phases 1 and 2 (Property ID 264992 and 182275) - Owner: BLUE BONNET TRAILS LLC (PD-19-0106) to the City Council meeting of November 4, 2019. Councilmember Chuck Beatty seconded, All Ayes.*

**17. Consider request by Sean Shropshire, RPLS, Axis Surveying, LLC, for a Final Plat of Blue Bonnet Trails Phases 1 and 2 for 223 residential lots and 2 open space lots being 40.510 acres situated in B.B. Davis Survey, Abstract 290 and the W.C. Calder Survey, Abstract 235 (Property ID 182266 and 182267) Owner: BLUE BONNET TRAILS LLC (FP-19-0107)**

Mr. Brooks reported the Final Plat does meet the Sub Division regulations and recommended approval.

**Action:**

*Councilmember Chuck Beatty moved to approve a request by Sean Shropshire, RPLS, Axis Surveying, LLC, for a Final Plat of Blue Bonnet Trails Phases 1 and 2 for 223 residential lots and 2 open space lots being 40.510 acres situated in B.B. Davis Survey, Abstract 290 and the W.C. Calder Survey, Abstract 235 (Property ID 182266 and 182267) Owner: BLUE BONNET TRAILS LLC (FP-19-0107). Councilmember Kevin Strength seconded, All Ayes.*

**18. Public Hearing on a request by Dalton Bradbury, Southfork Capital LLC, for a Replat of Block 22 and 34, Town Addition, to create Lots 1-3, Block A, Cathedral**

(5a)

**Addition, 3.032 acres (Property ID 193493, 193491, and 170678) – Owner: SOUTHFORK CAPITAL LLC (RP-19-0109)**

Mayor Hill opened the Public Hearing.

Mr. Brooks reported the applicant proposes to subdivide one (1) lot into three (3) lots. Staff recommended approval with the following conditions:

- The applicant shall provide firewalls as required in the 2018 International Building Code to provide a barrier between buildings.

There being no others to speak for or against RP-19-0109, Mayor Hill closed the Public Hearing.

**19. Consider approval of RP-19-0109**

**Action:**

*Councilmember Chuck Beatty moved to approve a request by Dalton Bradbury, Southfork Capital LLC, for a Replat of Block 22 and 34, Town Addition, to create Lots 1-3, Block A, Cathedral Addition, 3.032 acres (Property ID 193493, 193491, and 170678) – Owner: SOUTHFORK CAPITAL LLC (RP-19-0109) with conditions. Councilmember Mary Lou Shipley seconded, All Ayes.*

**20. Public Hearing on a request by Dorothea M. Russell for a Replat of Lot B, Block 206, Town Addition, to create Lots 1-2, Block A, Russell Replat, 0.4523 acres (Property ID 171519) – Owner: DOROTHEA M RUSSELL AND DELBERT EARL RUSSELL (RP-19-0110)**

Mayor Hill opened the Public Hearing and announced the applicant requested to continue RP-19-0110 to the City Council meeting of October 7, 2019.

**21. Consider approval of RP-19-0110**

**Action:**

*Councilmember Kevin Strength moved to continue a request by Dorothea M. Russell for a Replat of Lot B, Block 206, Town Addition, to create Lots 1-2, Block A, Russell Replat, 0.4523 acres (Property ID 171519) – Owner: DOROTHEA M RUSSELL AND DELBERT EARL RUSSELL (RP-19-0110) to the City Council meeting of October 7, 2019. Councilmember Chuck Beatty seconded, All Ayes.*

**22. Continue Public Hearing on a request by Mark Thedford, Akamai Designs, for a Zoning Change from a Single-Family Residential-1 zoning district to Single-Family Residential-2, located at 106 Santa Fe Trail (Property ID 221873) - Owner: AKAMAI DESIGNS INC (ZC-19-0089)**

Mayor Hill continued the Public Hearing.

(6a)

Mr. Brooks stated the applicant requests a zoning change to Planned-Development-Single-Family-2, to allow construction of residential homes. The proposed development will consist of four (4) newly constructed homes and will be accessible via Garden Valley Parkway. The applicant proposes a cul-de-sac in Fountain Court. Mr. Brooks stated the proposed homes will be 2,800 square feet and meets the required lot size. He stated some issues on the site are drainage and staff received preliminary engineering documents depicting that it is possible to move the water with preliminary engineering. He stated the screen wall is deemed a civil matter between the HOA and the developer. He recommended receiving an agreement before approving a final plat.

Mr. Brooks stated staff's recommendation is approval based on lot sizes. He explained, if approved the Preliminary Plat will be considered.

Those who spoke for ZC-19-0089:

Mr. Mark Thedford, 145 Royal Park Lane, Waxahachie  
Mr. Cecil Taylor, 321 Osage Drive, Waxahachie  
Mr. Rodney Lacey, 108 Santa Fe Trail, Waxahachie

Those who oppose ZC-19-0089:

Ms. Melinda Miller, 160 Old Bridge Road, Waxahachie  
Mr. Richard Dawson, 129 Water Garden Drive, Waxahachie  
Ms. Sherry Sims, 107 Waters Garden Drive, Waxahachie  
Mr. Joe Bhone, 317 Osage, Waxahachie

City Engineer James Gaertner stated the proposed study done by a professional engineer is deemed incomplete because it does not have an analysis on the drainage.

There being no others to speak for or against ZC-19-0089, Mayor Hill closed the Public Hearing.

**23. Consider proposed Ordinance approving ZC-19-0089**

**Action:**

*Councilmember Melissa Olson moved to deny ZC-19-0089. Councilmember Kevin Strength seconded, All Ayes.*

**24. Consider request by Mark Thedford, Akamai Designs, for a Preliminary Plat of Fountain Court Addition for 5 lots, being a 1.74 acre addition in the JB & Adams Survey, Abstract 5 (Property ID 221873) – Owner: AKAMAI DESIGNS INC (PP-19-0090)**

**Action:**

*Councilmember Kevin Strength moved to deny a request by Mark Thedford, Akamai Designs, for a Preliminary Plat of Fountain Court Addition for 5 lots, being a 1.74 acre addition in the JB & Adams Survey, Abstract 5 (Property ID 221873) – Owner: AKAMAI DESIGNS INC (PP-19-0090). Councilmember Melissa Olson seconded, All Ayes.*

(5a)

- 25. Continue Public Hearing on a request by Alec Broadus, Broadus Services LLC, for a Specific Use Permit (SUP) for Communications Antennas and Support Structures/Towers use within an Office zoning district, located at 106 Chambers Circle (Property ID 174573) – Owner: DAWSON J & SHIRLEY STAFFORD REVOCABLE TRUST (SU-19-0099)**

Mayor Hill continued the Public Hearing.

Mr. Brooks reported the applicant proposes to construct a 165 ft. monopole tower and screen it with a 6 ft. PVC fence with shrubs around the base of the tower. Staff recommends denial due to the height of the tower and not complying with the zoning and setback of the area.

Mr. Alec Broadus, applicant, Broadus Services LLC, 4 Counting Place Circle, Dalworthington Gardens, Texas, recapped from the previous meeting noting the proposed tower will be 165 feet and will be used for capacity and congestion in the proposed area. He stated T-Mobile noted the existing towers were checked for coverage and capacity in this area. Mr. Broadus stated it will defeat the purpose from building the tower if it is not utilized in the proposed area.

Mr. Keith Tindell, Engineer with Sabre Industries, Harleysville, Pennsylvania, addressed concerns of the 165 feet tower with proximately of buildings in the area. He stated in his twenty eight years of business he has never seen a tower fail noting it will be designed for 105 mile per hour wind speed. Mr. Tindell explained for the tower to fail it would have to exceed 105 MPH plus other safety factors that are built into the design. Due to the fall zone requirement we will design the upper portion of the tower to code requirement and the bottom portion to exceed the code requirement.

There being no others to speak for or against SU-19-0099, Mayor Hill closed the Public Hearing.

- 26. Consider proposed Ordinance approving SU-19-0099 or Consider proposed Resolution denying SU-19-0099**

**ORDINANCE NO. 3138**

**AN ORDINANCE AUTHORIZING A SPECIFIC USE PERMIT (SUP) TO PERMIT A COMMUNICATIONS ANTENNA/SUPPORT TOWER USE WITHIN A OFFICE (O) ZONING DISTRICT, LOCATED AT 106 CHAMBERS CIRCLE, BEING PROPERTY ID 174573, IN THE CITY OF WAXAHACHIE, ELLIS COUNTY, TEXAS, BEING LOT 4, BLOCK C IN LAKERIDGE #1 – REV, AND ORDERING THE CHANGING OF THE ZONING MAP THEREOF IN ACCORDANCE WITH SAID CHANGE.**

**Action:**

*Councilmember Kevin Strength moved to approve Ordinance 3138 as presented. Councilmember Chuck Beatty seconded. The vote was as follows:*

*Ayes: David Hill  
Mary Lou Shipley  
Chuck Beatty*

(60)

*Kevin Strength*

*Noes: Melissa Olson*

***The motion carried.***

- 27. Continue Public Hearing on a request by Scott Johnson, Palladium USA International, Inc., for a Zoning Change from a Light Industrial-1 and Commercial zoning district to Planned Development-Multiple-Family Residential-2, with Concept Plan, located on the West side of N Highway 77, just North of the Life School (Property ID 193933) – Owner: FUSCOM PROPERTY COMPANY NO. 1 LLC (PD-19-0022)**

Mayor Hill continued the Public Hearing and announced the applicant withdrew PD-19-0022.

- 28. Consider proposed Ordinance approving PD-19-0022**

No action.

- 29. Consider annual update to the Waxahachie Public Improvement District No. 1 Service and Assessment Plan and Assessment Roll**

Mr. Joshua Aredt, administrator for Municap, Inc., stated this is the ninth year for the Waxahachie Public Improvement District No. 1 noting the amount for this year is \$139,701.00 which is approximately a \$3,000 increase versus last year and that is mainly due to an increase in the amount of principal that is being requested per the debt service schedule. It will represent an increase of \$20.00. The requested budget for Phase 2 is \$60,079.00 which is approximately a \$3,000 increase due to the amount of principal that is being requested per the debt service schedule. It will represent an increase of \$25.00. He stated there have been no changes to the assessment methodology for the district because all parcels have been subdivided. Mr. Aredt stated in Phase 1 there were six (6) payoffs and in Phase 2 there were four (4) payoffs.

City Manager Michael Scott asked what amenities are being added in Phase 2. Mr. Aredt stated he did not know but will research and get Mr. Scott some information. Mr. Scott stated it is important for City Council to offset amenities to the residents.

**Action:**

*Councilmember Melissa Olson moved to accept the annual update to the Waxahachie Public Improvement District No. 1 Service and Assessment Plan and Assessment Roll. Councilmember Chuck Beatty seconded, All Ayes.*

- 30. Consider annual update to the North Grove Public Improvement District Service and Assessment Plan and Assessment Roll**

Mr. Aredt reported this is the 5<sup>th</sup> update for the North Grove Public Improvement District. He stated the annual budget of \$547,000 is down approximately \$5,500 from last year mainly due to the principal amount. He stated last year there were 83 lots in Cove Phase 1A and 75 lots in Cove

(5a)

Phase 1B that were platted. Mr. Aredt noted with this year's report there are two (2) additional phases that have been platted and are in Cove Phase 2A. Final Plats in Phase 1 are estimated at 101 residential units. Mr. Aredt noted four (4) phases have been final platted representing 442 residential units which is approximately 1/3 of the PID development. He noted there are no prepayments for this district to date. Mr. Aredt referenced the assessment methodology noting the amounts in the service assessment plan for this year follows the current methodology that has been previously approved by council so there are no changes within the report itself. He requested the report be approved on conditional basis and reason being is they have to continue with the collection for the debt service. Mr. Aredt stated they have notices with the current methodology and changes due to timing of construction and assessed values have influenced the amount of assessment. His request is to reevaluate the methodology and go to an equivalent unit based methodology which falls more in line with estimated build out values of same lot sizes. Mr. Aredt stated he will conduct an analysis of the current methodology versus the equivalent methodology to evaluate the potential impact and bring back to staff.

Mr. Scott asked Mr. Aredt will he bring back an amendment to the annual report for consideration. Mr. Aredt stated they will conduct an analysis for staff review and if changes occur then come back with an amended report.

**Action:**

*Mayor Pro Tem Mary Lou Shipley moved to accept the annual update to the North Grove Public Improvement District Service and Assessment Plan and Assessment Roll. Councilmember Chuck Beatty seconded, All Ayes.*

**31. Consider proposed Ordinance approving revised budget figures for fiscal year 2018-2019 and approving the budget for fiscal year 2019-2020**

Finance Director Charles Harris reported the proposed Ordinance approves the revised budget figures for FY 2018-2019 and the proposed budget for FY 2019-2020.

Councilmember Melissa Olson asked if we approve this budget are we approving the tax rate because the budget is based on the tax rate. Mr. Harris stated the companion tax rate provides the taxes that are not all of the funding for this budget but a substantial part of it.

Councilmember Strength stated how proud he is of this budget and how it's taken us years to get to this point and we are getting there. He stated Mr. Ludwig stated earlier of how many streets we are going to do this year and how many we've done so far. A lot of directors have items in this budget including the new sidewalk program. He stated an audience member spoke against the sidewalk program. Councilmember Strength stated when a young family is wanting to push a stroller and get around town, sidewalks are important. He stated he is very proud of this budget and proud of the staff that worked on it.

City Manager Scott stated he is also proud of this budget and not only a lot of work went in to this budget but the outcome is unlike any budget we have presented to you before. What sticks out to him is work on the priorities of council mainly public safety, fire personal, updating our dispatch system and radio system that make a community safe and people sometimes loose site of the fact the budget doesn't just fund parks and sidewalks, it funds the things we take for

(6A)

granted each day. When we dial 911 we have police and fire that show up at our door step to render aid. This budget certainly provides the necessary additions for every 911 call.

Mayor Hill thanked Finance Director Charles Harris for his work on the budget. He stated, after approval of this budget, staff starts working on the next year's budget noting it is a yearlong process. Mayor Hill stated the Capital Improvement Plan (CIP) is a 5-year process and noting it is public record for anyone to see. He stated the CIP program for streets, water, and sewer, \$50,000 - \$60,000 is planned. Mayor Hill stated there is a 5-year CIP for sidewalks noting Council is trying to get sidewalks for kids to safely get to school. He noted Main Street sidewalks are in need of repair as well as the MLK Boulevard sidewalks. Mayor Hill stated failing infrastructures is in the CIP program. Mayor Hill stated these issues are looked at on a daily basis noting he is proud of the budget.

Councilmember Strength stated Council has added staff and new departments to keep up with the growth we have. He stated we have raised the bar of what is expected in Waxahachie. Councilmember Strength stated he never thought we would have a CIP street, water and sewer program. He stated Council is not trying to hide anything from anyone and is proud to live in Waxahachie and proud to be a Councilmember.

Mayor Pro Tem Mary Lou Shipley stated City Council takes great pride in the historic side of Waxahachie and with that said we have infrastructure that has needed work. She stated in 2008 a tough economy happened and we have worked very hard to work ourselves out of that. Mayor Pro Tem Shipley stated she is proud of our staff and working harder to do things in a very efficient way. She stated looking at tonight's agenda noting bids approved are below the budget and all credit goes to staff. She stated we do not just look at lifestyle, we make sure we have supply of water, and the wastewater systems are working correctly noting we have to redo some of them because our city is old. Mayor Pro Tem Shipley stated she hopes the public understands that what we do is in the best interest of the community.

#### **ORDINANCE NO. 3139**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WAXAHACHIE, TEXAS, APPROVING REVISED BUDGET FIGURES FOR FISCAL YEAR 2018-2019, FUNDS APPROPRIATED FOR STREET MAINTENANCE AND PROFESSIONAL SERVICES WILL BE USED FOR THAT PURPOSE, EITHER BY ENCUMBRANCE OR BY TRANSFER TO CAPITAL PROJECT FUND FOR STREETS; APPROVING AND ADOPTING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2019 AND TERMINATING SEPTEMBER 30, 2020, AND MAKING APPROPRIATIONS FOR EACH DEPARTMENT; REPEALING CONFLICTING ORDINANCES; PROVIDING A SAVINGS AND SEVERABILITY CLAUSE; AND DECLARING AN EFFECTIVE DATE.**

**Action:**

*Councilmember Kevin Strength moved to approve Ordinance No. 3139. Councilmember Mary Lou Shipley seconded. The vote was as follows:*

*Ayes: David Hill*

(5A)

*Mary Lou Shipley  
Chuck Beatty  
Kevin Strength*

*Noes: Melissa Olson*

*The motion carried.*

**32. Consider proposed Ordinance approving the Water and Wastewater Budget for fiscal year 2019-2020**

Mr. Harris reported the proposed water budget is \$13,999,912 and the wastewater budget is \$11,512,952.

**ORDINANCE NO. 3140**

**AN ORDINANCE ADOPTING THE BUDGET, MAKING APPROPRIATIONS FOR THE SUPPORT OF THE CITY OF WAXAHACHIE'S WATER AND WASTEWATER OPERATIONS FOR THE PERIOD BEGINNING OCTOBER 1, 2019 AND ENDING SEPTEMBER 30, 2020 AND DECLARING AN EMERGENCY.**

**Action:**

*Councilmember Kevin Strength moved to approve Ordinance No. 3140. Mayor Pro Tem Mary Lou Shipley seconded, All Ayes.*

**33. Consider proposed Ordinance amending Water and Wastewater fees and setting an effective date of October 1, 2019**

Mr. Harris reported various rates and fees fund the water and wastewater funds. There is a 4% increase for both funds.

**ORDINANCE NO. 3141**

**AN ORDINANCE AMENDING WATER AND WASTEWATER FEES, BY AMENDING VARIOUS SECTIONS OF THE CODE OF ORDINANCES, CITY OF WAXAHACHIE, AND SETTING AN EFFECTIVE DATE OF OCTOBER 1, 2019 AND DECLARING AN EMERGENCY.**

**Action:**

*Councilmember Chuck Beatty moved to approve Ordinance No. 3141. Mayor Pro Tem Mary Lou Shipley seconded. The vote was as follows:*

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

(5A)

Noes: *Melissa Olson*

*The motion carried.*

- 34. Consider proposed Ordinance approving the Robert W. Sokoll Water Treatment Plant Budget for fiscal year 2019-2020**

Mr. Harris reported the plant has two customers, the City of Waxahachie and Rockett Special Utility District.

**ORDINANCE NO. 3142**

**AN ORDINANCE ADOPTING THE BUDGET, MAKING APPROPRIATIONS FOR THE SUPPORT OF THE SOKOLL WATER TREATMENT PLANT JOINT VENTURE FOR THE PERIOD BEGINNING OCTOBER 1, 2019 AND ENDING SEPTEMBER 30, 2020 AND DECLARING AN EMERGENCY.**

**Action:**

*Councilmember Kevin Strength moved to approve Ordinance No. 3142. Councilmember Chuck Beatty seconded, All Ayes.*

- 35. Consider proposed Ordinance approving the Refuse Service Fund; Hotel Tax Fund; Waxahachie Community Development Corporation Budget; and, Interest and Sinking Fund for fiscal year 2019-2020**

Mr. Harris reported this adopts the Refuse Service Fund, Hotel Tax Fund, Waxahachie Community Development Corporation, and the Interest and Sinking Fund.

**ORDINANCE NO. 3143**

**AN ORDINANCE MAKING APPROPRIATIONS FOR THE SUPPORT OF THE CITY GOVERNMENT OF THE CITY OF WAXAHACHIE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2019 AND ENDING SEPTEMBER 30, 2020 AND DECLARING AN EFFECTIVE DATE.**

**Action:**

*Mayor Pro Tem Mary Lou Shipley moved to approve Ordinance No. 3143. Councilmember Melissa Olson seconded, All Ayes.*

- 36. Consider proposed Ordinance amending the Solid Waste and Recycling Provisions Section 14.25 (b) Senior Citizens Discount**

Mr. Harris reported the contract with the provider allows them to increase their rates and stated the city has absorbed the last two increases. He stated this year resident's fee for solid waste and recycling will increase 2% and the Senior Citizens will not see an increase.

(50)

**ORDINANCE NO. 3144**

**AN ORDINANCE AMENDING SOLID WASTE AND RECYCLING PROVISIONS, BY AMENDING SECTION 14.25 (b) OF THE CODE OF ORDINANCES, CITY OF WAXAHACHIE, AND SETTING AN EFFECTIVE DATE.**

**Action:**

*Councilmember Chuck Beatty moved to approve Ordinance No. 3144. Councilmember Kevin Strength seconded, All Ayes.*

**37. Consider proposed Ordinance approving the Tax Rate for fiscal year 2019-2020**

Mr. Harris reported the tax rate remains the same and explained it maintains an operation and maintenance rate of 51 cents per \$100.00 valuation and debt rate of 17 cents for a total of 68 cents per 100 of taxable value.

**ORDINANCE NO. 3145**

**AN ORDINANCE LEVYING FOR THE USE AND SUPPORT OF THE MUNICIPAL GOVERNMENT OF THE CITY OF WAXAHACHIE, TEXAS, AND PROVIDING FOR THE INTEREST AND SINKING FUND FOR FISCAL YEAR 2020 AND APPORTIONING EACH LEVY FOR THE SPECIFIC PURPOSE.**

**Action:**

*Councilmember Kevin Strength moved to approve Ordinance No. 3145. Councilmember Chuck Beatty seconded. The vote was as follows:*

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

*Noes: Melissa Olson*

***The motion carried.***

**38. Consider proposed Ordinance re-establishing classified positions under Civil Service**

**ORDINANCE NO. 3146**

**AN ORDINANCE OF THE CITY OF WAXAHACHIE, TEXAS, ESTABLISHING AND RE-ESTABLISHING CLASSIFIED POSITIONS UNDER CIVIL SERVICE IN THE FIRE AND POLICE DEPARTMENTS, REPEALING ALL ORDINANCES IN CONFLICT HERewith; AND PROVIDING AN EFFECTIVE DATE.**

(50)

City Manager Scott stated Chapter 143 of the Civil Service provisions does require us to re-establish the positions of civil service positions of police and fire. We are adding two (2) Police Patrol Officers and one (1) Sergeant position in this year's budget. The fire positions will be brought back for consideration at a later meeting.

**Action:**

*Mayor Pro Tem Mary Lou Shipley moved to approve Ordinance No. 3146. Councilmember Melissa Olson seconded, All Ayes.*

**39. Consider award of bid for Getzendaner Park electrical project**

Parks and Recreation Director John Smith stated the bid includes two (2) alternates to include electrical service pedestals in Lions Park and electric and lights at the Oaklawn Pavilion. He stated the total bid for Getzendaner Park and the two (2) alternates total \$98,802.00. Mr. Smith stated the project is funded in the Parks Department FY 2019 budget.

**Action:**

*Councilmember Chuck Beatty moved to award a bid to Estes Electric for Getzendaner Park electrical project for \$98,802.00. Mayor Pro Tem Mary Lou Shipley seconded, All Ayes.*

**40. Consider award of bid to McMahon Contracting, L.P. for the corridor restoration of East University Phase I**

Assistant City Manager Ludwig referenced items 40 – 42 noting all came in below cost.

City Engineer Gaertner reported the low bid for the corridor restoration of East University Phase I came in at \$2,426,875.00 and was a cost savings of \$567,125.00.

**Action:**

*Councilmember Chuck Beatty moved to award a bid to McMahon Contracting, L.P. for the corridor restoration of East University Phase I for \$2,426,875.00. Mayor Pro Tem Mary Lou Shipley seconded. The vote was as follows:*

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

*Noes: Melissa Olson*

***The motion carried.***

**41. Consider award of bid to Texas Materials Group, Inc., dba JLB Contracting for the 2019 Street Rehabilitation Program**

(5a)

Mr. Gaertner reported low bid for the 2019 CIP Scarification program came in at \$1,430,892.52 and was a cost savings of \$397,540.48. He explained this will allow us to scarify the asphalt, treat the subgrade and add an overlay asphalt.

**Action:**

*Councilmember Kevin Strength moved to award a bid to Texas Materials Group, Inc., dba JLB Contracting for the 2019 Street Rehabilitation Program in the amount of \$1,430,892.52. Mayor Pro Tem Mary Lou Shipley seconded, All Ayes.*

**42. Consider award of bid to HD Cook's Rock Solid, Inc. for the 2019 Sidewalk Program**

Mr. Gaertner stated the Sidewalk Program is a planned expense, and part of the City's Five Year Capital Improvement Plan (CIP). The low bidder came in at \$228,008.94 and will include the following projects:

- East Marvin Avenue from North Flat Street to Ennis Street
- MLK Jr. Boulevard from Kaufman Street to Wyatt Street
- Brown Street (FM 813) from Kirksey Street to Criddle Street

**Action:**

*Councilmember Chuck Beatty moved to award a bid to HD Cook's Rock Solid, Inc. for the 2019 Sidewalk Program in the amount of \$228,008.94. Mayor Pro Tem Mary Lou Shipley seconded, All Ayes.*

**43. Consider award of a bid to Circle H Contractors, LP for the FM 813 12" Water Line (791/769 Service Area Realignment) and Sidewalk Trail Capital Improvement Planned Project**

Mr. Gaertner reported the water line project will be funded via the Public Works Department. He explained this is done to ensure that this portion of the sidewalk is not damaged during the construction phase of the water line project. Mr. Gaertner reported the low bid was \$480,897.50 and a cost savings of \$127,000.

**Action:**

*Councilmember Kevin Strength moved to award a bid to Circle H Contractors, LP for the FM 813 12" Water Line (791/769 Service Area Realignment) and Sidewalk Trail Capital Improvement Planned Project in the amount of \$480,897.50. Councilmember Chuck Beatty seconded. The vote was as follows:*

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

*Noes: Melissa Olson*

(5a)

*The motion carried.*

**44. Consider appointments to Boards and Commissions**

City Manager Michael Scott reported by Ordinance every year Boards and Commissions are approved nothing this year there was a number of re-appointments. It was recommended by Council to move Judy Demoney to the Waxahachie Community Development Corporation and Jenny Bridges to the Park Board.

**Action:**

*Councilmember Chuck Beatty moved to approve the appointments to Boards and Commissions as amended. Councilmember Kevin Strength seconded, All Ayes.*

**45. Consider the establishment of a policy limiting utilization of City Attorney services without City Manager authorization**

Mayor Hill withdrew item 45.

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

Assistant City Manager Tommy Ludwig thanked City Council for their kind words and support looks forward working with Council on the next budget.

Assistant City Manager Albert Lawrence thanked City Council for establishing the Emergency Management Coordinator position. He stated Mr. Thomas Griffith is training staff and getting the Emergency Management program up to date. City Manager Lawrence stated Mr. Griffith already has two cities shadowing him and has gained respect by quickly becoming the regional leader.

Councilmember Kevin Strength stated he is really proud of the budget and what is happening around the city. He stated he appreciates the leadership of Mayor Hill.

Councilmember Chuck Beatty stated he is the longest serving council person and is also proud of the budget. He stated he was here when we had to lay off staff and had little money for projects. He stated we currently have excellent staff that is delivering all the services to our citizens and continue to improve the quality of life for our citizens.

**47. Adjourn**

There being no further business, the meeting adjourned at 9:55 p.m.

Respectfully submitted,

Lori Cartwright  
City Secretary

(5b)

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 16, 2019 at 6:00 p.m.

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

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

**1. Call to Order**

Mayor David Hill called the meeting to order.

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

City Staff reviewed the following Consent Agenda items:

d. Interlocal Agreement with Cedar Hill for the First Responder Resiliency Program (FRRP) – Fire Chief Ricky Boyd stated this agreement positively addresses the mental health issues that can affect firefighters and police officers.

e. Interlocal Agreement with Red Oak and Midlothian to share equipment and cost for proposed radio system – Police Chief Wade Goolsby stated the new radio system would allow the City to be truly interoperable with surrounding cities. He stated this is critical for all public safety entities and the radio system would be utilized by police, fire, and emergency medical services.

f. Approve funding of custom art commission by Desmond Mason for Hachie Heart in Freedman Memorial Park – City Manager Michael Scott stated the Tax Increment Reinvestment Zone Board approved funding for Mr. Mason to paint a Hachie Heart for Freedman’s Memorial Plaza. In addition, Mr. Mason sponsored a heart that will be located in Lee Penn Park.

h. Acceptance of 2018 SAFER Grant – Fire Chief Boyd stated the city was awarded the grant adding three (3) more firefighters.

8. Proposed Ordinance providing for the issuance of Combination Tax and Revenue Certificates of Obligation, Series 2019, in an aggregate principal amount not to exceed \$31,525,000 – Mr. Charles Harris, Director of Finance, stated this is approximately 100 basis points lower than what was modeled. He stated the actual issue is \$3,000,000 less than what was approved with less interest.

(5b)

Director of Planning and Zoning Shon Brooks presented the following zoning cases:

- ZC-19-0089, not a lot of issues with the zoning itself and staff recommends approval. Outstanding concerns with drainage and detention pond. Staff requested engineer drawings and to date have not received a full engineer report. Surrounding neighbors asked for a traffic analysis and the neighbors at Garden Valley having concerns with the existing brick wall located on the property line separating the applicant's property from Garden Valley. The city will need an agreement between the HOA and the applicant.
- SU-19-0099, applicant proposes a 165-foot monopole and will be available to make a presentation. City Attorney Robert Brown stated an Ordinance is required to approve and a Resolution is required to deny.

Mr. Scott stated the Municipal plan administrator would be in attendance to provide their annual update for the Waxahachie Public Improvement District No. 1 and North Grove Public Improvement District.

Mr. Harris stated a proposed Ordinance approving the 2018-2019 year end estimates and the budget for 2019-2020 is on the agenda for consideration. He stated the proposed budget for the upcoming year is approximately \$42,200,000.

Mr. Scott reviewed several Ordinances approving various funds for the 2019-2020 budget. He stated the water and wastewater budget associates with a 4% increase. The Robert W. Sokoll Water Treatment Plant is expected to break even. Mr. Scott stated the solid waste and recycling provision increased 2%. He stated the tax rate adoption will also be considered. Mr. Scott stated the civil service Ordinance increases the Waxahachie Police Department positions. He explained the Waxahachie Fire Department will bring an Ordinance increasing the departments positions at a future meeting.

Parks and Recreation Director John Smith stated bids were received to install six (6) electrical service pedestals in various places in Getzendaner Park. He noted alternate bids were received for electrical service pedestals in Lions Park and electric and lights at the Oaklawn Pavilion. The total bid from Estes Electric is \$98,802.00. Mr. Smith stated the project is funded in the Parks Department FY 2019 budget.

Assistant City Manager Tommy Ludwig reported with the following sidewalk and scarification projects the city came under approximately \$1,000,000. He stated in the Capital Improvement Plan (CIP) the projects will provide new pavement among 26 streets throughout the city. He thanked City Council for their commentment to the CIP program.

Mr. Ludwig referenced the corridor rehabilitation for East University Phase 1 noting the low bid of \$2,426,875 was received noting it was \$567,125.00 below staff's estimated cost for the project.

Mr. Ludwig stated the 2019 Street Rehabilitation Program is strictly overlay and the low bid came in at approximately \$1,400,000. He stated it is a cost savings of approximately \$400,000.

(5b)

Mr. Ludwig referenced the sidewalk program, a Capital Improvement Project, noting the low bid was approximately \$230,000.00 and a savings of approximately \$16,500.00. He stated the Sidewalk Program is a planned expense, and part of the City's Five Year Capital Improvement Plan (CIP).

Utilities Director David Bailey reported as part of the Sidewalk Program, the water line will be funded through the Public Works Department. He stated the water line is to ensure that this portion of the sidewalk will not be damaged during the construction phase of the water line project. The total amount is approximately \$481,000.00 and was \$127,000.00 below the engineer's estimate of probable cost.

Mr. Scott reviewed Boards and Commissions appointments noting they were reviewed between the Mayor and Mayor Pro Tem with himself and the City Secretary present. Councilmember Kevin Strength recommended moving Judy Demoney from the Parks Board to the Waxahachie Community Development Corporation Board and moving Jenny Bridges to the Park Board.

Mr. Scott stated item 45 being the establishment of a policy limiting utilization of City Attorney services without City Manager authorization, has been pulled off and will be considered at a future date.

### **3. Adjourn**

There being no further business, the meeting adjourned at 6:59 p.m.

Respectfully submitted,

Lori Cartwright  
City Secretary

(50)



## Memorandum

To: Honorable Mayor and City Council

From: Ricky Boyd, Fire Chief

Thru: Michael Scott, City Manager

Date: September 19, 2019

Re: Interlocal Agreement with Frisco for Purchasing Goods and Services

---

Honorable Mayor and City Council,

We purchase our Scott self-contained breathing apparatus (SCBA) products and parts from Hoyt Industries. Likewise, they perform all of the maintenance on our SCBA. Hoyt has a contract with the City of Frisco that allows for a 30% discount on all of their products and services.

For the last several years, Hoyt has provided us with this discount even though we did not have an Interlocal Agreement (ILA) with Frisco. Hoyt contacted our office to inform us that they would no longer give us the 30% discount without an ILA with Frisco. I contacted the Purchasing Agent for the City of Frisco and he graciously agreed to allow us to enter into an ILA which will allow us to not only participate in the Hoyt contract but with any and all contracts for goods and services they have. Likewise, they would be able to take advantage of all such contracts that the City of Waxahachie has. Therefore, I hereby respectfully request your approval to enter into an ILA with the City of Frisco for purchasing goods and services.

Respectfully submitted,  
Ricky Boyd, Fire Chief

(54)

## INTERLOCAL AGREEMENT

This Interlocal Agreement ("Agreement") is made and entered into this 19 day of September, 2019, by and between the CITY OF FRISCO, Texas (hereinafter called "FRISCO"), and the CITY OF WAXAHACHIE, Texas (hereinafter called "WAXAHACHIE"), each acting by and through its duly authorized officials:

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

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

WHEREAS, FRISCO 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; FRISCO and WAXAHACHIE agree as follows:

1. FRISCO 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. FRISCO 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. FRISCO 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.
4. The undersigned officer and/or agents of the party hereto are duly authorized officials and possess the requisite authority to execute this Agreement on behalf of the parties hereto.
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.

(50)

6. This Agreement shall become effective on the day and year first written above (the "Effective Date"). The primary term of this Agreement shall commence on the effective date and terminate on September 18, 2020 and shall automatically renew for successive one year terms, 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.

14. It is expressly understood and agreed that each party will follow all requirements for purchasing required under Texas Local Government Code Chapter 252.

(5c)

EXECUTED hereto on the day and year first above written.

CITY OF FRISCO

CITY OF WAXAHACHIE

\_\_\_\_\_  
George Purefoy  
City Manager

\_\_\_\_\_

STATE OF TEXAS §

COUNTY OF COLLIN §

This instrument was acknowledged before me on the \_\_ day of \_\_\_\_\_, 2019, by George Purefoy, City Manager of the **CITY OF FRISCO, 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 \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_ day of \_\_\_\_\_, 2019, by \_\_\_\_\_ 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

(50)



**Waxahachie**  
Independent School District

Erik Kyle  
Coordinator of Safety / Security

1000 Dallas Hwy · Waxahachie, TX 75165 · (972) 923-2260 · (972) 923-2099 Fax · [www.wisd.org](http://www.wisd.org)

September 16, 2019

Michael Scott  
Waxahachie City Manager

Dear Mr. Scott

I would like to request the following route for our Homecoming Parade on October 18, 2019. We will be starting in the 200 block of N. College Street, at the railroad tracks. We will proceed South to Main Street, turn West on Main Street and proceed to Elm Street. We will turn North on Elm Street to Marvin, turning East on Marvin and ending at College Street. We will be starting the line up at about 12:00pm and the Parade will start at 2:00pm. We have met with the Waxahachie Police Department to help manage traffic control at all of the major intersections. We will also have our security officers at the railroad crossings to help ensure that no float stops across the tracks.

Thank you for your consideration and if you need any further information please let me know.

Sincerely,  
WHS Student Council Sponsors  
*Madison Woodhouse*  
*Conrad Bates*

cc: William J. Pierce, P.E. Area Engineer TXDOT



124 FM 876, Waxahachie, Texas 75167 | 972-938-1570 | WWW.TXDOT.GOV

September 24, 2019

Erik Kyle  
Waxahachie ISD  
1000 Dallas Hwy  
Waxahachie, Texas 75165

Dear Mr. Kyle:

Reference is made to your letter dated September 13, 2019 notifying us of the Homecoming Parade on October 18, 2019. The parade is to take the traditional route; beginning at the 200 Block of N. College St. at the railroad tracks. Proceed South to Main Street. Then turn on Elm Street, to Marvin and ending at College Street.

The route is approved, with the assistance of the Waxahachie Police Department to control traffic. If there is a traffic delay longer than 10 minutes, the parade will be stopped to allow traffic to clear. Uniformed police officers, with vehicles and flashing lights, must maintain traffic control at the intersections for safety of parade participants and the traveling public. Officers should remain in place until the parade has cleared the intersection.

Approval for any activity on city streets must be obtained from the City of Waxahachie. We appreciate your continued emphasis on the safety of the travelling public. If you have any questions, please call me at 972-938-1570.

Sincerely,

A handwritten signature in blue ink, appearing to read "Andrew Wanees", followed by the text ", P.E.".

Andrew Wanees, P.E.  
Ellis/Navarro Counties Asst. Area Engineer

cc:

Juan Paredes, P.E.  
Michael Scott, City of Waxahachie  
Michael Anthony, Ellis County Maintenance

OUR VALUES: People • Accountability • Trust • Honesty

OUR MISSION: Through collaboration and leadership, we deliver a safe, reliable, and integrated transportation system that enables the movement of people and goods.

An Equal Opportunity Employer

(5e)



## Memorandum

To: Honorable Mayor and City Council  
From: Wade G. Goolsby, Chief of Police  
Thru: Michael Scott, City Manager  
Date: September 27, 2019  
Re: Lease Agreement - Motorola

In the FY19-20 budget, one of the projects approved by Council was the improvement to our current radio system. The improved system would involve an upgrade of our current equipment and the integration into a multi-agency 700 MHz simulcast digital radio system. The new radio system will not only enhance and improve current radio coverage, it would allow us to be truly interoperable with our surrounding cities. This is critical for all public safety entities and the radio system would be utilized by police, fire, and emergency medical services. The Interlocal Agreement with Red Oak and Midlothian was approved at the September 16<sup>th</sup> City Council meeting.

This request is related to a lease agreement with Motorola Solutions, Inc. for the equipment and implementation of the new radio system. At the beginning of this project, Motorola offered several payment options for the project. It was determined that a seven year lease/purchase option was the most advantageous purchase approach for the City. The approved budget was based on the following seven year lease/purchase plan:

(5e)

Lease	Date	Lease Payment	Interest	Principal	Balance
	11/1/19				\$2,289,265.00
1	11/1/20	\$368,827.63	\$70,967.22	\$297,860.41	\$1,991,404.59
2	11/1/21	\$368,827.63	\$61,733.54	\$307,094.09	\$1,684,310.50
3	11/1/22	\$368,827.63	\$52,213.63	\$316,614.00	\$1,367,696.50
4	11/1/23	\$368,827.63	\$42,398.59	\$326,429.04	\$1,041,267.46
5	11/1/24	\$368,827.63	\$32,279.29	\$336,548.34	\$ 704,719.12
6	11/1/25	\$368,827.63	\$21,846.29	\$346,981.34	\$ 357,737.78
7	11/1/26	\$368,827.63	\$11,089.85	\$357,737.78	\$ --
<b>Grand Totals</b>		\$2,581,793.41	\$292,528.41	\$2,289,265.00	

At this point in time, I am requesting approval of this lease agreement between the City of Waxahachie and Motorola Services, Inc to facilitate the implementation of the new radio system. The proposed lease agreement has been reviewed and approved by the City Attorney and has been reviewed by the City Manager and the Finance Department.

Our legal department is currently reviewing the services contract related to this project and will be presented to Council for approval at a later date.

I respectfully request City Council's authorization for staff to execute the lease agreement with Motorola for the new 700 MHz simulcast radio project.

(5f)

### Application for a Festival or Event Permit

Event Name and Description: Tinkergarten Fall Lantern Walk -  
families will join to sing songs & walk around  
the park at dusk with lanterns

#### Applicant Information

Name: Ashley Leonard  
Address: 25160 Derris Chapel Rd  
City, State, Zip: Italy, TX 71651 Phone: (409) 583-8389  
E-mail Address: bluestarshells@gmail.com

#### Organization Information

Organization Name: Tinkergarten  
Address: \_\_\_\_\_  
Authorized Head of Organization: \_\_\_\_\_  
Phone: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

#### Event Chairperson/Contact

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_ Phone: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_

#### Event Information

Event Location/Address: Getzendaner Park  
Purpose: to celebrate fall  
Event Start Date and Time: 4:45 ~~PM~~ ~~PM~~ Nov. 3<sup>rd</sup>  
pm

(5F)

Event End Date and Time: Nov 3rd 5:45 pm

Approximate Number of Persons Attending Event Per Day: < 40

Site Preparation and Set-Up Date and Time: 4:15 pm

Clean-Up Completion Date and Time: 6 pm

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

walk around park

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

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

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

Will dumpsters be needed? NO

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

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

Ashley Lewis

Signature of Applicant

sept 6, 2019

Date

(sf)

**Villarreal, Amber**

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**From:** Boyd, Ricky <RBoyd@waxahachiefire.org>  
**Sent:** Friday, September 06, 2019 1:58 PM  
**To:** Villarreal, Amber  
**Subject:** RE: Event Application-Tinkergarten Fall Lantern Walk

I have no concerns with this request.

**Ricky Boyd, Fire Chief**

**Waxahachie Fire-Rescue**

**214-463-9335**

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**From:** Villarreal, Amber <avillarreal@waxahachie.com>  
**Sent:** Friday, September 6, 2019 1:16 PM  
**To:** Boyd, Ricky <RBoyd@waxahachiefire.org>; Wade Goolsbey <wgoolsby@waxahachiepd.org>; Smith, John <jsmith@waxahachie.com>  
**Cc:** Scott, Michael <msscott@waxahachie.com>; Lawrence, Albert <alawrence@waxahachie.com>; Ludwig, Tommy <tludwig@waxahachie.com>; Cartwright, Lori <lcartwright@waxahachie.com>  
**Subject:** Event Application-Tinkergarten Fall Lantern Walk

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

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

Thank you!

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

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(5f)

**Villarreal, Amber**

---

**From:** Wade Goolsby <wgoolsby@waxahachiepd.org>  
**Sent:** Friday, September 06, 2019 4:55 PM  
**To:** Villarreal, Amber  
**Subject:** RE: Event Application-Tinkergarten Fall Lantern Walk

Amber,

I have no concerns about this event.

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



---

**From:** Villarreal, Amber [mailto:avillarreal@waxahachie.com]  
**Sent:** Friday, September 06, 2019 1:16 PM  
**To:** Ricky Boyd <rboyd@waxahachiefire.org>; Wade Goolsby <wgoolsby@waxahachiepd.org>; John Smith <jsmith@waxahachie.com>  
**Cc:** Michael Scott <mScott@waxahachie.com>; Albert Lawrence <alawrence@waxahachie.com>; Tommy Ludwig <tludwig@waxahachie.com>; Cartwright, Lori <lcartwright@waxahachie.com>  
**Subject:** Event Application-Tinkergarten Fall Lantern Walk

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

Thank you!

**Amber Villarreal, TRMC, CMC**  
Assistant City Secretary  
City of Waxahachie  
Direct (469) 309-4006 | Fax (469) 309-4003 | PO Box 757, Waxahachie, Texas 75168  
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(5f)

**Villarreal, Amber**

---

**From:** Smith, John  
**Sent:** Tuesday, September 17, 2019 2:51 PM  
**To:** Villarreal, Amber  
**Subject:** RE: Permit for Tinkergarten Lantern Walk

Yes, I approve.

Thanks!

---

**From:** Villarreal, Amber <[avillarreal@waxahachie.com](mailto:avillarreal@waxahachie.com)>  
**Sent:** Tuesday, September 17, 2019 2:25 PM  
**To:** Smith, John <[jsmith@waxahachie.com](mailto:jsmith@waxahachie.com)>  
**Subject:** RE: Permit for Tinkergarten Lantern Walk

Yes, you did. I'm just waiting on your email saying you're okay with the event and then we'll add it to the next agenda. I've already received responses back from Police and Fire.

Thanks!

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

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---

**From:** Smith, John <[jsmith@waxahachie.com](mailto:jsmith@waxahachie.com)>  
**Sent:** Tuesday, September 17, 2019 2:11 PM  
**To:** Villarreal, Amber <[avillarreal@waxahachie.com](mailto:avillarreal@waxahachie.com)>  
**Subject:** FW: Permit for Tinkergarten Lantern Walk

Did I send this already?

---

**From:** Ashley Leonard <[bluestarshells@gmail.com](mailto:bluestarshells@gmail.com)>  
**Sent:** Friday, September 6, 2019 10:19 AM  
**To:** Smith, John <[jsmith@waxahachie.com](mailto:jsmith@waxahachie.com)>  
**Subject:** Permit for Tinkergarten Lantern Walk

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

Attached is the permit for the Tinkergarten Lantern walk on November 3rd. Thanks and if you have any other questions or need me for anything please let me know.

(59)



Application for a Festival or Event Permit

Event Name and Description: FALL CARNIVAL at The Avenue  
— games, rides for community

Applicant Information

Name: Joel Warren

Address: 1761 N Hwy 77

City, State, Zip: WAXAHACHIE TX Phone: 214-284-0766

E-mail Address: joel@theavenuechurch.com

Organization Information

Organization Name: The Avenue Church

Address: 1761 N Hwy 77

Authorized Head of Organization: DAVID BROWN

Phone: 972.937.5301 E-mail Address: \_\_\_\_\_

Event Chairperson/Contact

Name: Joel Warren

Address: 306 HARBIN AVENUE

City, State, Zip: WAXAHACHIE TX Phone: 214-284-0766

E-mail Address: joel@theavenuechurch.com

Event Information

Event Location/Address: The Avenue Church - 1761 N Hwy 77

Purpose: CARNIVAL games/rides for community

Event Start Date and Time: October 26, 2019 6pm - 9pm

Received in  
City Secretary's Office  
9-25-19 AW  
City of Waxahachie, Texas

(59)

Event End Date and Time: October 26, 2019 9PM.

Approximate Number of Persons Attending Event Per Day: 5-6000

Site Preparation and Set-Up Date and Time: October 26, 8AM

Clean-Up Completion Date and Time: October 26 9PM

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

fair games, food vendors,  
carnival rides

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

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

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

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

Will dumpsters be needed? NO

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

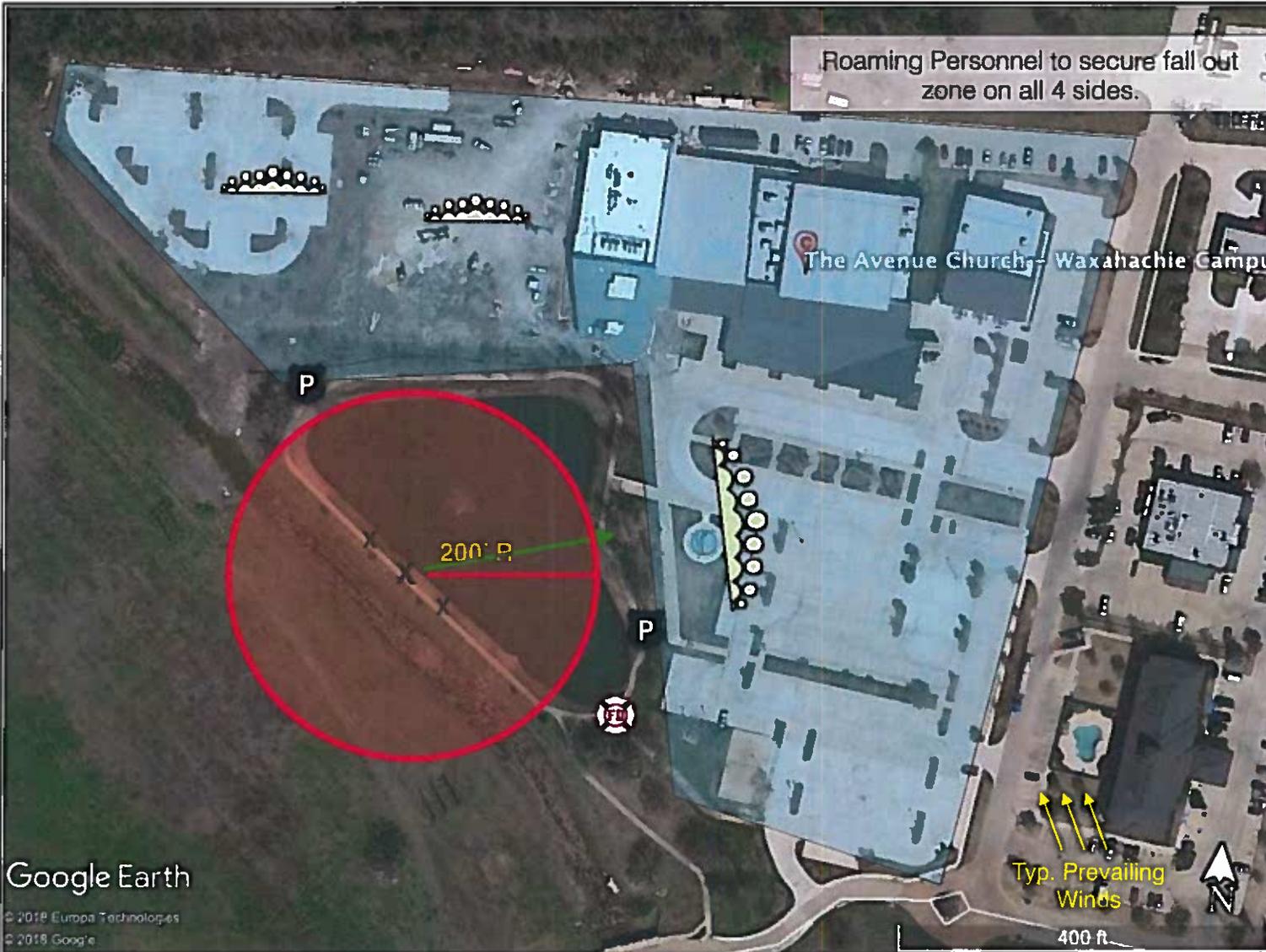
Please submit a site plan showing the layout of the event including equipment, stages, and street locations

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

Signature of Applicant joel

Date 9/24/19

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



Google Earth  
 © 2018 Europa Technologies  
 © 2018 Google

**THE AVENUE CHURCH**  
 Pyrotechnic Site Plan  
 Show Date: 6/29/19

Waxahachie Campus  
 1761 US-77  
 Waxahachie, TX 75165

Display time: ~ 9:15 pm  
 4 - 5 Minute Display

32°25'53.75" N  
 96°50'30.35" W

Max. 1.3g Firework  
 Diameter: 2", Red Circle depicts 200 Radius (400' Diameter) which exceeds NFPA 1123 for 2" Shells.

NOTES:  
 Site plan is drawn to an approximate scale using NFPA 1123, NFPA 1126 or NFPA 160 as applicable.

No health care, detention or correction facilities within distance required by NFPA 1123. There are no licensed day care, churches or open schools within 600' of firing site. No Hazmat is within twice the NFPA distance of the firing site.

DRAWN BY: M. Simmons  
 Revised Date: 5/31/19

159

- Fire    - Marine Security    - Audience    - Closed
- Police    - Medical    - Wind Direction - TBD    - Radius    - Firing Site
- Distance to Audience 200' +    - Secured/Blocked During Display    - Safety Fallout Zone

**2" Maximum Device Per Pyrotecnico 100' Per Inch Policy**

**200' Safety Fall Out Radius**



**PYROTECNICO**  
 VITAL'S FAMILY FIREWORKS - 1988  
 299 Wilson Rd.  
 New Castle, PA 16103  
 800-854-4705



(59)

Federal Explosives License/Permit  
(18 U.S.C. Chapter 40)

ATF Form 5400.14 (5-01-15) Part 1  
Rev. 10/2011

In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555), you may engage in the activity specified in this license or permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. **THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 555.53.** See "WARNINGS" and "NOTICES" on reverse.

Direct ATF Correspondence To ATF - Chief, FELC 244 Needy Road Martinsburg, WV 25405-9431	License Permit Number <b>8-PA-073-23-1J-12122</b>
Chief, Federal Explosives Licensing Center (FELC) <i>Christopher R. Reers</i>	Expiration Date <b>September 1, 2021</b>

Name  
PYROTECNICO

Premises Address (Changes? Notify the FELC in 10 day(s) before the move.)  
**299 WILSON RD  
NEW CASTLE, PA 16101-**

Type of License or Permit  
23-IMPORTER OF EXPLOSIVES

**Purchasing Certification Statement**  
 The licensee or permittee named above shall use a copy of this license or permit to assist a transfer of explosives to verify the identity and the licensed status of the licensee or permittee as provided by 27 CFR Part 555. The signature on each copy must be an original signature. A faxed, scanned or e-mailed copy of the license or permit with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Explosives Licensee (FEL) or a responsible person of the FEL. I certify that this is a true copy of a license or permit issued to the licensee or permittee named above to engage in the business or operations specified above under "Type of License or Permit."

**Mailing Address (Changes? Notify the FELC of any changes.)**  
 PYROTECNICO FIREWORKS INC  
 PYROTECNICO  
 PO BOX 149  
 NEW CASTLE, PA 16103-0149

*Stephen J. Vitale*  
 Licensee/Permittee Responsible Person Signature  
 Stephen J. Vitale  
 Printed Name  
 President/CEO  
 Position Title  
 Feb. 7, 2019  
 Date

Previous Edition is Obsolete PYROTECNICO INC 299 WILSON RD NEW CASTLE PA 16101-0149 September 1, 2021 23-IMPORTER OF EXPLOSIVES ATF Form 5400.14 (5-01-15) Part 1 Rev. 10/2011

Federal Explosives License (FEL) Customer Service Information

Federal Explosives Licensing Center (FELC) 244 Needy Road Martinsburg, WV 25405-9431	Toll-free Telephone Number: (877) 283-3352 Fax Number: (304) 616-1401 E-mail: FELC@atf.gov	ATF Homepage: www.atf.gov
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**Change of Address (27 CFR 555.54(a)(1)).** Licensees or permittees may during the term of their current license or permit remove their business or operations to a new location at which they intend regularly to carry on such business or operations. The licensee or permittee is required to give notification of the new location of the business or operations not less than 10 days prior to such removal with the Chief, Federal Explosives Licensing Center. The license or permit will be valid for the remainder of the term of the original license or permit. (The Chief, FELC, shall, if the licensee or permittee is not qualified, refer the request for amended license or permit to the Director of Industry Operations for denial in accordance with § 555.54.)

**Right of Succession (27 CFR 555.59).** (a) Certain persons other than the licensee or permittee may secure the right to carry on the same explosive materials business or operations at the same address shown on, and for the remainder of the term of, a current license or permit. Such persons are: (1) The surviving spouse or child, or executor, administrator, or other legal representative of a deceased licensee or permittee; and (2) A receiver or trustee in bankruptcy, or an assignee for benefit of creditors. (b) In order to secure the right provided by this section, the person or persons continuing the business or operations shall furnish the license or permit for that business or operations for endorsement of such succession to the Chief, FELC, within 30 days from the date on which the successor begins to carry on the business or operations.

(Continued on reverse side)

Cut Here ✂

**Federal Explosives License/Permit (FEL) Information Card**

License Permit Name: PYROTECNICO FIREWORKS INC

Business Name: PYROTECNICO

License Permit Number: 8-PA-073-23-1J-12122

License Permit Type: 23-IMPORTER OF EXPLOSIVES

Expiration: September 1, 2021

Please Note: Not Valid for the Sale or Other Disposition of Explosives

Issued To:  
**Perdomo, Pedro**  
512 DILWORTH  
ITALY TX 76651-3965

License Number  
**FPO-1986556**  
Expiration Date: 03-12-2020  
EFFECTIVE DATE: 03-12-2015

**FIREWORKS PYROTECHNIC OPERATOR'S LICENSE**

TEXAS DEPARTMENT OF INSURANCE  
STATE FIRE MARSHAL'S OFFICE



DATE ISSUED: January 18, 2019

*Orlando P. Hernandez*  
Orlando P. Hernandez, State Fire Marshal

To receive news and updates from the SFMO concerning Fire Industry Licensing, sign up for the SFMO Licensing eNews Update at <http://www.tdi.texas.gov/alert/esfmo/licensing.html>

TEXAS DEPARTMENT OF INSURANCE  
STATE FIRE MARSHAL'S OFFICE  
**Perdomo, Pedro**  
License No: FPO-1986556  
PYROTECHNIC OPERATOR  
Expires: 03-12-2020, D.O.B. 09-07-1987

*Pedro Perdomo*  
Signature of Licensee/Permit Holder  
EFFECTIVE DATE: 03-12-2015  
STATE FIRE MARSHAL  
*Orlando P. Hernandez*

Perdomo, Pedro  
512 DILWORTH  
ITALY TX 76651-3965

(59)

**Villarreal, Amber**

---

**From:** Hill, Krystyne  
**Sent:** Thursday, September 26, 2019 10:10 AM  
**To:** Villarreal, Amber  
**Subject:** RE: Event Application-Avenue Fall Carnival

The food vendors must be permitted within the city limits of Waxahachie. If not, they will need to apply for a temp. event permit.

Thank you!

**Krystyne Hill**  
Health Inspector  
City of Waxahachie  
469-309-4138

---

**From:** Villarreal, Amber  
**Sent:** Wednesday, September 25, 2019 4:53 PM  
**To:** Ricky Boyd <rboyd@waxahachiefire.org>; Wade Goolsbey <wgoolsby@waxahachiepd.org>; Hill, Krystyne <khill@waxahachie.com>; Martinez, Jose <jose.martinez@waxahachie.com>; Marcus Brown <mbrown@waxahachiefire.org>  
**Cc:** Scott, Michael <mscott@waxahachie.com>; Cartwright, Lori <lcartwright@waxahachie.com>; Ludwig, Tommy <tludwig@waxahachie.com>; Lawrence, Albert <alawrence@waxahachie.com>  
**Subject:** Event Application-Avenue Fall Carnival

Good afternoon,

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

Thank you,

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

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(59)

**Villarreal, Amber**

---

**From:** Brown, Marcus <MBrown@waxahachiefire.org>  
**Sent:** Tuesday, October 01, 2019 7:11 AM  
**To:** Villarreal, Amber  
**Subject:** Re: Event Application-Avenue Fall Carnival

Sorry, I approved the event the same day as I received it and sent it directly to the submitting contractor. They currently have what they need from me.

Marcus Brown  
Fire Marshal  
Waxahachie Fire Rescue

On Sep 30, 2019, at 10:33 AM, Villarreal, Amber <[avillarreal@waxahachie.com](mailto:avillarreal@waxahachie.com)> wrote:

Hi Marcus,

Can you forward me your response you sent to Lori? She couldn't find your response in her emails.

Thank you,

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

**From:** Boyd, Ricky <[RBoyd@waxahachiefire.org](mailto:RBoyd@waxahachiefire.org)>  
**Sent:** Thursday, September 26, 2019 8:22 AM  
**To:** Villarreal, Amber <[avillarreal@waxahachie.com](mailto:avillarreal@waxahachie.com)>  
**Subject:** RE: Event Application-Avenue Fall Carnival

Is this the same one Lori sent out? If so Marcus has given her our comments.

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

---

**From:** Villarreal, Amber <[avillarreal@waxahachie.com](mailto:avillarreal@waxahachie.com)>  
**Sent:** Wednesday, September 25, 2019 4:53 PM  
**To:** Boyd, Ricky <[RBoyd@waxahachiefire.org](mailto:RBoyd@waxahachiefire.org)>; Wade Goolsbey <[wgoalsby@waxahachiepd.org](mailto:wgoalsby@waxahachiepd.org)>; Hill, Krystyne <[khill@waxahachie.com](mailto:khill@waxahachie.com)>; Martinez, Jose <[jose.martinez@waxahachie.com](mailto:jose.martinez@waxahachie.com)>; Brown, Marcus <[MBrown@waxahachiefire.org](mailto:MBrown@waxahachiefire.org)>  
**Cc:** Scott, Michael <[mScott@waxahachie.com](mailto:mScott@waxahachie.com)>; Cartwright, Lori <[lcartwright@waxahachie.com](mailto:lcartwright@waxahachie.com)>;

(5h)

Application for a Festival or Event Permit

Event Name and Description: Community Tree Lighting and Lighted Night Parade

Applicant Information

Name: Anita Simpson + John Smith

Address: 401 S. Rogers 401 S. Elm

City, State, Zip: Waxahachie, TX 75165 Phone: 469-309-4111  
469-309-4271

E-mail Address: asimpson@waxahachie.com; jsmith@waxahachie.com

Organization Information

Organization Name: City of Waxahachie Downtown + Parks Depts.

Address: 401 S. Roger; 401 S. Elm

Authorized Head of Organization: Michael Scott

Phone: 469-309-4002

E-mail Address: m.scott@waxahachie.com

Event Chairperson/Contact

Name: Anita Simpson (tree lighting); John Smith (parade)

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_ Phone: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Event Information

Tree lighting - around the courthouse square

Event Location/Address: Parade - from Getzender Park, down Main, S. on Roger.

Purpose: To kick off the holiday season in Waxahachie

Event Start Date and Time: Tuesday, Dec. 3, 2019 6 pm Downtown activities  
6:30 pm parade

(5h)

Event End Date and Time: Tuesday, Dec. 3, 2019 10 pm

Approximate Number of Persons Attending Event Per Day: 2000 + expected

Site Preparation and Set-Up Date and Time: Tuesday, Dec. 3, 2019 3 pm

Clean-Up Completion Date and Time: Tuesday, Dec. 3, 2019 11 pm

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

See attached maps for street closures + activities.

Parade - green line is parade route; pink lines are street closures to control traffic; during parade all streets intersecting parade route will be blocked until full parade passes / Tree Lighting - blue lines indicate street closures; parking spaces will be coned off down both sides of Rogers for parade passage + opened after parade; activities include bounce houses, petting zoo, train rides, plus "Y Santa.

Will food and/or beverages be available and/or sold? YES Fire wives providing coffee + cocoa

Will alcohol be available and/or sold? NO

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

Will dumpsters be needed? Polycarts only

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

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

Quintessa Simpson / Jim Smith

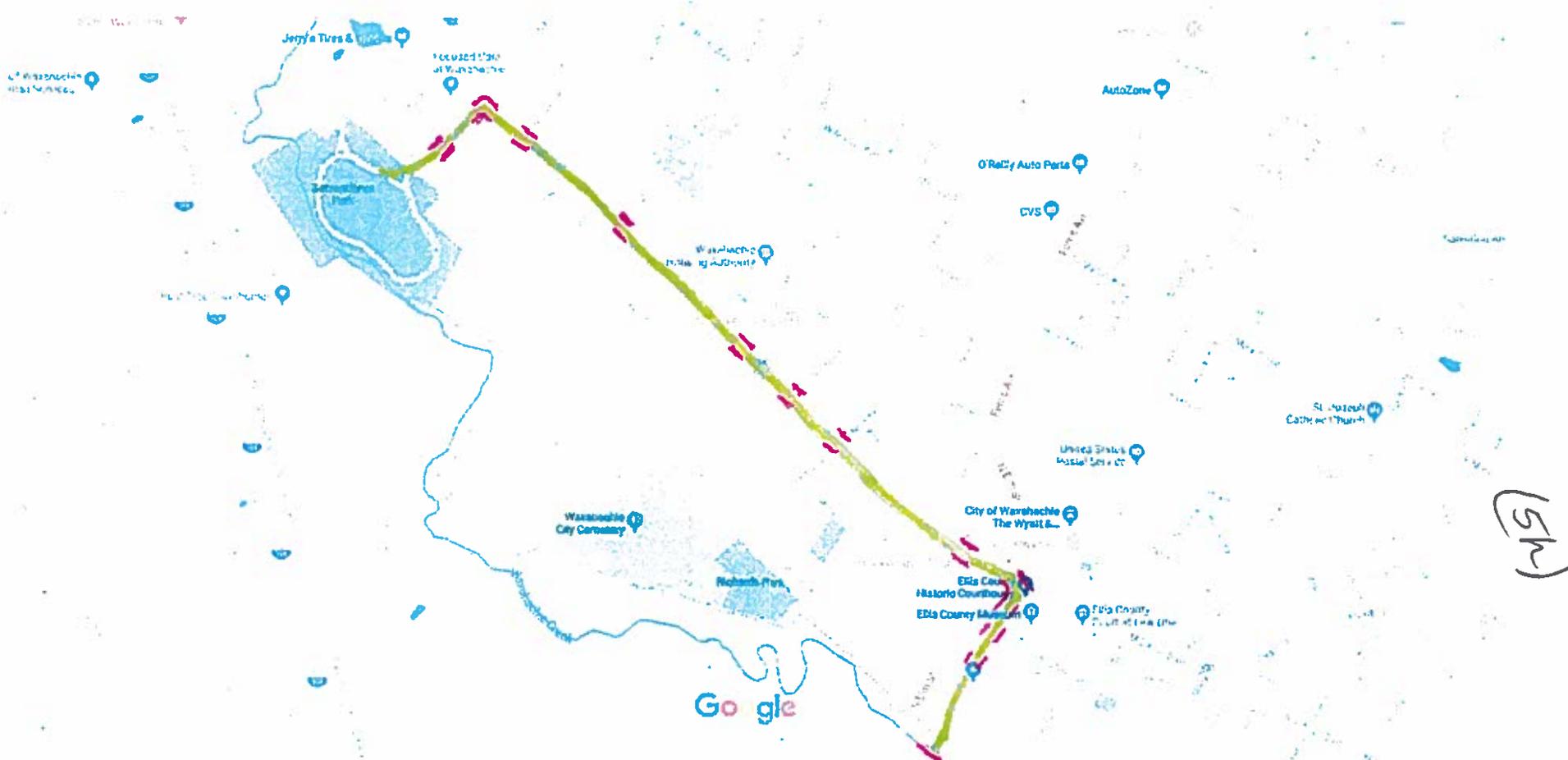
9/27/2018

Signature of Applicant

Date

Lighted Night Parade  
Tuesday, Dec. 3, 2019 6:30 pm Parade start

Google Maps



(5hr)

Green line - parade route; starts at Getzendorfer Park to Grand, right on Main, right on Rogers to Depot  
 Pink marks - barricades manned until parade passes then opened back up

Map data ©2018 Google 500 ft



TREE LIGHTING  
- TUESDAY, DEC. 3, 2019  
6-9 pm



(5h)

**Villarreal, Amber**

---

**From:** Boyd, Ricky <RBoyd@waxahachiefire.org>  
**Sent:** Tuesday, October 01, 2019 12:36 PM  
**To:** Villarreal, Amber  
**Subject:** RE: Event Application-Community Tree Lighting & Parade

I have no concerns with this request.

**Ricky Boyd, Fire Chief**

**Waxahachie Fire-Rescue**  
**214-463-9335**

---

**From:** Villarreal, Amber <avillarreal@waxahachie.com>  
**Sent:** Tuesday, October 1, 2019 12:01 PM  
**To:** Boyd, Ricky <RBoyd@waxahachiefire.org>; Wade Goolsbey <wgoolsby@waxahachiepd.org>; Simpson, Anita <asimpson@waxahachie.com>; Smith, John <jsmith@waxahachie.com>; Griffith, Thomas <john.griffith@waxahachie.com>  
**Cc:** Scott, Michael <msscott@waxahachie.com>; Cartwright, Lori <lcartwright@waxahachie.com>; Ludwig, Tommy <tludwig@waxahachie.com>; Lawrence, Albert <alawrence@waxahachie.com>  
**Subject:** Event Application-Community Tree Lighting & Parade

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

Thank you!

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

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(5h)

**Villarreal, Amber**

---

**From:** Wade Goolsby <wgoolsby@waxahachiepd.org>  
**Sent:** Tuesday, October 01, 2019 5:00 PM  
**To:** Villarreal, Amber  
**Subject:** RE: Event Application-Community Tree Lighting & Parade

Amber,  
I don't have any issues.

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



---

**From:** Villarreal, Amber [mailto:avillarreal@waxahachie.com]  
**Sent:** Tuesday, October 01, 2019 12:01 PM  
**To:** Ricky Boyd <rboyd@waxahachiefire.org>; Wade Goolsby <wgoolsby@waxahachiepd.org>; Simpson, Anita <asimpson@waxahachie.com>; John Smith <jsmith@waxahachie.com>; Griffith, Thomas <john.griffith@waxahachie.com>  
**Cc:** Michael Scott <msscott@waxahachie.com>; Cartwright, Lori <lcartwright@waxahachie.com>; Tommy Ludwig <tludwig@waxahachie.com>; Albert Lawrence <alawrence@waxahachie.com>  
**Subject:** Event Application-Community Tree Lighting & Parade

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

Thank you!

**Amber Villarreal, TRMC, CMC**  
**Assistant City Secretary**  
**City of Waxahachie**  
Direct (469) 309-4006 | Fax (469) 309-4003 | PO Box 757, Waxahachie, Texas 75168  
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(5h)

**Villarreal, Amber**

---

**From:** Smith, John  
**Sent:** Tuesday, October 01, 2019 2:15 PM  
**To:** Villarreal, Amber; Ricky Boyd; Wade Goolsbey; Simpson, Anita; Griffith, Thomas  
**Cc:** Scott, Michael; Cartwright, Lori; Ludwig, Tommy; Lawrence, Albert  
**Subject:** RE: Event Application-Community Tree Lighting & Parade

Approved.

Thanks,  
John

---

**From:** Villarreal, Amber <avillarreal@waxahachie.com>  
**Sent:** Tuesday, October 1, 2019 12:01 PM  
**To:** Ricky Boyd <rboyd@waxahachiefire.org>; Wade Goolsbey <wgoolsby@waxahachiepd.org>; Simpson, Anita <asimpson@waxahachie.com>; Smith, John <jsmith@waxahachie.com>; Griffith, Thomas <john.griffith@waxahachie.com>  
**Cc:** Scott, Michael <msscott@waxahachie.com>; Cartwright, Lori <lcartwright@waxahachie.com>; Ludwig, Tommy <tludwig@waxahachie.com>; Lawrence, Albert <alawrence@waxahachie.com>  
**Subject:** Event Application-Community Tree Lighting & Parade

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

Thank you!

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

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(7)

# Planning & Zoning Department Plat Staff Report



**Case: RP-19-0110**

**MEETING DATE(S)**

*Planning & Zoning Commission:* September 24, 2019

*City Council:* October 7, 2019

**ACTION SINCE INITIAL STAFF REPORT**

At the Planning & Zoning Commission meeting, held September 24, 2019, the Commission voted 7-0 to recommend approval of plat no. RP-19-0110, as presented.

**CAPTION**

*Consider* request by Dorothea M. Russell for a Replat of Lot B, Block 206, Town Addition, to create Lots 1-2, Block A, Russell Replat, 0.4523 acres (Property ID 171519) – Owner: DOROTHEA M RUSSELL AND DELBERT EARL RUSSELL (RP-19-0110)

**CASE INFORMATION**

*Applicant:* Dorothea M. Russell

*Property Owner(s):* Dorothea M. and Delbert Earl Russell

*Site Acreage:* 0.4523 acres

*Number of Lots:* 2 lots

*Number of Dwelling Units:* 1 unit

*Park Land Dedication:* Cash in lieu of park land dedication for the property is set at \$400.00. This fee must be paid before the plat is filed.

*Adequate Public Facilities:* Adequate facilities are available for this plat.

**SUBJECT PROPERTY**

*General Location:* 902 E. Marvin

*Parcel ID Number(s):* 171519

*Current Zoning:* Single Family-3

*Existing Use:* Single family residence

*Platting History:* This is a portion of Town Addition – Revised.

(1)

Site Aerial:



**RECOMMENDATION**

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

- Disapproval
- Approval, as presented.
- Approval, per the following conditions:

**ATTACHED EXHIBITS**

1. Plat drawing.

**APPLICANT REQUIREMENTS**

1. If approved by City Council, within 30 days the applicant shall provide the Planning Department one revised electronic plan set that incorporates all comments.

**CITY REQUIREMENTS FOR PLAT RECORDING AND FILING**

A plat shall not be filed with the Ellis County Clerk until:

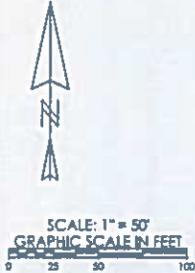
1. All utilities, infrastructure, and other required improvements have been installed and a letter of acceptance associated with the utilities and infrastructure installation has been received from the Public Works Department;
2. A drainage study has been conducted and/or a traffic impact analysis has been conducted as required by the City's subdivision ordinance.

**STAFF CONTACT INFORMATION**

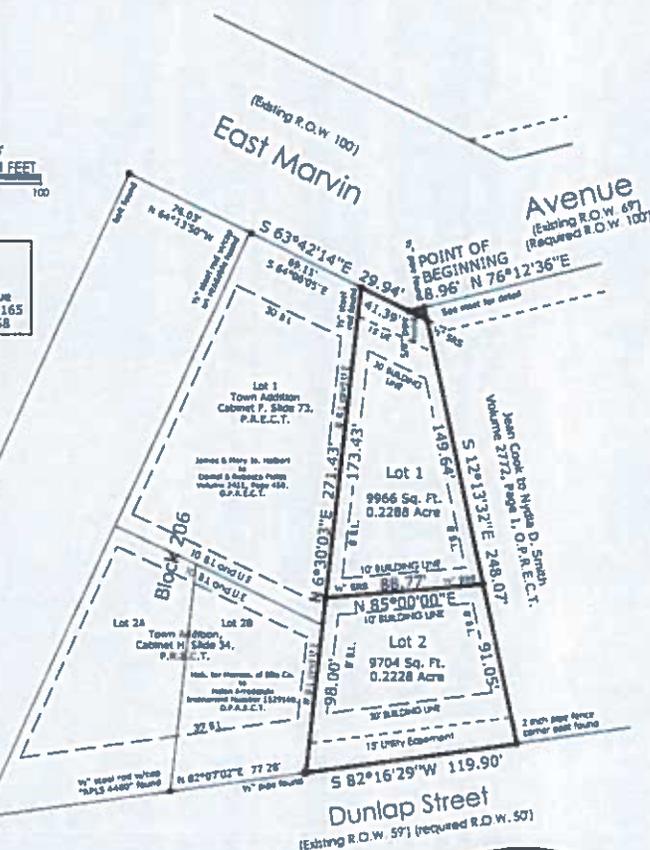
*Prepared by:*  
Chris Webb  
Planner  
[cwebb@waxahachie.com](mailto:cwebb@waxahachie.com)

*Reviewed by:*  
Shon Brooks, AICP  
Director of Planning  
[sbrooks@waxahachie.com](mailto:sbrooks@waxahachie.com)

(7)



Owners  
Delbert Earl Russell  
Dorothea M. Russell  
902 East Marvin Avenue  
Waxahachie, Texas 75165  
Tele. No. 918-759-3758



STATE OF TEXAS:  
COUNTY OF ELLIS:  
KNOW ALL MEN BY THESE PRESENTS:  
That We, Delbert Earl Russell and Dorothea M. Russell, being the owners of that certain tract of land hereinafter described as follows:

BEING a part of Block 206, Town Addition, Waxahachie, Ellis County, Texas, and being the tract described in deed from Olivia Esparza, Guillermo Duron Jr., Catarina Perez, Jr., Richard Perez, Alfred Perez, Edward Perez, Samuel Perez, Manuel Perez, Michael Perez, Alisha Perez, Almae Nichole Perez, Jeremy W. Esquivel, George Perez, Gabriel Perez, Patricia Marie Perez and David Perez to Delbert Earl Russell and Dorothea M. Russell recorded in Instrument Number 1915134, Official Public Records, Ellis County, Texas (O.P.R.E.C.T.), and being more particularly described by its metes and bounds as follows:

BEGINNING at a 1/2 inch iron pipe found on the south line of Marvin Avenue, at the northeast corner of said Russell tract and the northeast corner of Block 207 and the tract described in deed from Jean Cook to Myrla D. Smith, recorded in Volume 2772, Page 1, O.P.R.E.C.T.;

THENCE S 12°13'32" E, with the common line of said Blocks 206 and 207 and Russell and Smith tracts, 248.07 feet (call S 10°36'09" E, 251.45 feet) to a 2 inch pipe fence corner post found at their common south corner and on the north line of Dunlap Street;

THENCE S 62°16'29" W, with the common line of said Russell tract and Dunlap Street, 119.90 feet (call S 64°32'00" W, 128.61 feet) to the southwest corner of Lot 28, Block 206, Town Addition, an addition to the City of Waxahachie, Ellis County, Texas, according to the plat thereof recorded in Cabinet H, Slide 34, Plat Records, Ellis County, Texas;

THENCE N 6°30'03" E, with the west line of said Russell tract and the east line of said Lot 28, described in deed from Habitat for Humanity of Ellis County to Helen Arrandondo recorded in Instrument Number 1529168, O.P.R.E.C.T., and of Lot 1, Block 206, Town Addition, an addition to the City of Waxahachie, Ellis County, Texas, according to the plat thereof recorded in Cabinet F, Slide 73, Plat Records, Ellis County, Texas and described in deed from James A. Haly Jr., Halbert to Daniel & Rebecca Fields tract recorded in Volume 2411, Page 458, O.P.R.E.C.T., 271.43 feet (call N 8°07'01" E, 272.65 feet) to a 1/2 inch steel rod set at the northwest corner of said Russell tract and on the southwest line of Marvin Avenue;

THENCE with the common line of said Russell tract and Avenue, S 63°42'14" E, 29.94 feet (call S 62°30'00" E, 29.82 feet) to a 5/8 inch pipe rod found and N 76°12'36" E, 8.96 feet (call N 76°35'45" E, 9.09 feet) to the point of beginning and containing approximately 19703 square feet or 0.453 acre of land.

OWNER'S CERTIFICATE

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT Delbert Earl Russell and Dorothea M. Russell acting herein by and through its duly authorized officers, does hereby certify and adopt this plat designating the herein above described property as Russell Addition a replat of Block 206, Town Addition, an addition to the City of Waxahachie, and does hereby dedicate to the public use forever, the streets and alleys shown thereon. The Delbert Earl Russell and Dorothea M. Russell do(es) herein certify the following:

- 1. The streets and alleys are dedicated in fee simple for street and alley purposes.
2. All public improvements and dedications shall be free and clear of all debt, liens, and/or encumbrances.
3. The easements and public use areas, as shown, and created by this plat, are dedicated for the public use forever for the purposes indicated on this plat.
4. No buildings, fences, trees, shrubs or other improvements or growths shall be constructed or placed upon, over or across the easements as shown.
5. City of Waxahachie is not responsible for replacing any improvements in, under, or over any easements caused by maintenance or repair.
6. Utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, and use by public utilities being subordinate to the public's and City of Waxahachie's use thereof.
7. City of Waxahachie and/or public utilities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in the easements.
8. City of Waxahachie and public utilities shall at all times have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time procuring permission from anyone.
9. All modifications to this document shall be by means of plat and approved by City of Waxahachie.

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

WITNESS my hand, this the 27 day of September 2019.

By: Delbert Earl Russell
Delbert Earl Russell

NOTARY STATEMENT

STATE OF TEXAS
COUNTY OF ELLIS
BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Delbert Earl Russell, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and considerations therein expressed and in the capacity therein stated.

GIVEN under my hand and seal of office this 27 day of September 2019.

By: Dorothea M. Russell
Dorothea M. Russell

WITNESS, my hand, this the 27 day of September 2019.

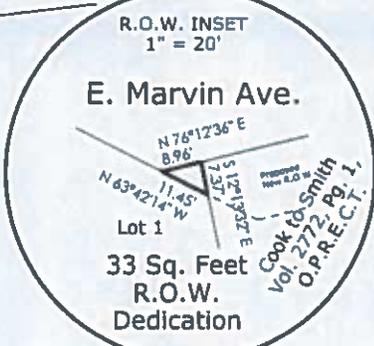
By: Dorothea M. Russell
Dorothea M. Russell

NOTARY STATEMENT

STATE OF TEXAS
COUNTY OF ELLIS
BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Dorothea M. Russell, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purpose and considerations therein expressed and in the capacity therein stated.

GIVEN under my hand and seal of office this 27 day of September 2019.

By: Dorothea M. Russell
Dorothea M. Russell



CITY OF WAXAHACHIE, TEXAS FINAL PLAT APPROVAL
Approved by: Planning & Zoning Commission
City of Waxahachie

By: Chairperson Date
Approved by: City Council City of Waxahachie
By: Mayor Date
By: Attest Date

SURVEYOR'S CERTIFICATE
This is to certify that I, Stuart G. Hamilton, a Registered Public Surveyor of the State of Texas, have plotted the above subdivision from an actual survey on the ground and that all lot corners, angle points, and points of curve have been properly marked on the ground, and that this plat correctly represents that survey made by me.

Stuart G. Hamilton
Registered Professional Land Surveyor Number 4480



GENERAL NOTES
1) City of Waxahachie will not be responsible for the maintenance of drainage easements or detention areas.
2) All bearings shown herein are based upon the Texas State Plane Coordinate System, NAD83 (CORDS), Texas North Central Zone (4202). All distances shown herein are surface distances.

FLOODPLAIN STATEMENT:
No portion of this plat FEMA's 100-year floodplain as defined by the Flood Insurance Rate Map Number 48139C0190P, published by FEMA and dated 06/03/2013.

LEGEND
P.O.B. = Point of Beginning
B.L. = building setback line
U.E. = utility easement
1/2" SRS = 1/2" steel rod with plastic cap stamped 'RPLS 4-80' set

REPLAT
RUSSELL ADDITION
OF
BLOCK 206, TOWN ADDITION
City of Waxahachie,
Ellis County, Texas

being a 19703 square feet addition of two lots
Current Zoning SF - 3

WAXAHACHIE PLANNING AND ZONING
CASE NUMBER RP-19-0110.



Drawn by: sgh JOB NO. C - 19101

ELLIS ASSOCIATES SURVEYORS
217 North College Fort Worth, TX 76102
Phone: 817-337-7474
www.ellisassociatesurveyors.com

(9)



## Memorandum

To: Honorable Mayor and City Council

From: Michael Scott, City Manager 

CC:

Date: October 1, 2019

Re: Intention to Donate Land

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As many of you are aware, HOPE Clinic provides medical treatment for Ellis County patients regardless of income or ability to pay. Currently, the Clinic is located on Jefferson Street, just east of Downtown. With the region's increase in population over the past several years, the Clinic's ability to serve its growing clientele base from the existing facility has become difficult. The Clinic's administrators have therefore been exploring options to address this immediate space need as well as prepare for the future growth that is anticipated.

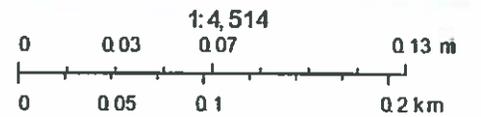
Discussions have been had about the City donating a tract of land to HOPE Clinic to allow them to construct a new facility. The land being proposed is located on Coleman Street, just north of the new Police Station. Based on preliminary designs, the tract would be approximately 5 acres and accommodate a 25,000 s.f. building (that could be expanded by another 15,000 s.f.). The design would be a compliment to the architecture of the Police building and be constructed from similar toned materials.

The request before you is consideration of the City committing to a future donation of land that is approximately 5 acres in size in the aforementioned vicinity. This action will allow for HOPE Clinic to move forward with surveying and construction planning. The formal documents for the donation will be drafted by legal and brought back to Council for adoption in the coming months.

# HOPE Clinic Proposed Site



10/2/2019, 10:49:03 AM



This map is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. This map has been produced by the City of Waukegan for the sole purpose of geographic reference. No warranty is made regarding specific accuracy or

GIS and Mapping Services, Planning Department



(10)



## Memorandum

To: Honorable Mayor and City Council

From: Doug Barnes, Economic Development Director *DB*

Thru: Michael Scott, City Manager *MS*

Date: October 4, 2019

Re: Consideration of Resolution adopting a Chapter 380 Agreement with Crepe Myrtle Enterprises, LLC and Showbiz Cinemas, LLC

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**Item Description:** Proposed Chapter 380 Agreement with Crepe Myrtle Enterprises, LLC and Showbiz Cinemas, LLC that provides Economic Development assistance with Ad Valorem Tax on Real and Business Personal Property for new improvements and Sales Tax Receipts on new taxable gross revenues.

**Staff Recommendation:** Adopt resolution as presented in item description.

**Item Summary:** Crepe Myrtle Enterprises, LLC and its operator, Showbiz Cinemas, LLC, plan to add on an 11,000 SF Family Entertainment Center to their existing movie theater. The \$9,400,000.00 expansion will include luxury electric recliner retrofits and technology upgrades in all auditoriums, an expanded lobby with a full bar and concessions, a 14-lane bowling expansion, and an arcade and redemption room. The expansion will result in an increase of about 70 Employees (50,000 annual employment hours) and will promote local economic development by stimulating tourism and retail activity.

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RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WAXAHACHIE, TEXAS, AUTHORIZING A CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE CITY OF WAXAHACHIE, CREPE MYRTLE ENTERPRISES, LLC, AND SHOWBIZ CINEMAS, LLC.

WHEREAS, Crepe Myrtle Enterprises, LLC and their Operator, Showbiz Cinemas, LLC (“Showbiz”) recently approached the City with regard to possible construction of a “Bowling, Movies & More” concept (Family Entertainment Center or “FEC”) to be located at their existing location at the northeast corner of US Hwy 287 Bypass and Broadhead Road – staff believes the construction of the FEC will benefit Waxahachie’s economy by boosting sales and ad valorem tax revenue and creating a number of new jobs;

WHEREAS, staff recommends entering into a Chapter 380 Development Agreement (ATTACHMENT A) between the City of Waxahachie, Texas and Showbiz for a term of ten (10) years;

WHEREAS, Showbiz’s obligations in the agreement include the property be improved to include a FEC in Waxahachie, which shall consist of an 11,000 square foot expansion with a total estimated expenditure of \$9,400,000.00; and which will result in an increase of Annual Employment Hours to a total of at least 100,000 hours per year and will promote local economic development and stimulate local business, and commercial activity;

WHEREAS, the City’s obligations in the agreement include to provide incentives to Showbiz in an amount not to exceed 85% of the new sales tax earned by Showbiz during each calendar year of the agreement; and reimburse up to 85% of the ad valorem tax each calendar year on the new improvements to facility;

WHEREAS, the City Council has considered the matter and deems it in the public interest to authorize this action.

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

**Part 1:** The City Council authorizes the City Manager, or his designee, to execute a Chapter 380 Economic Development Agreement between the City of Waxahachie, Crepe Myrtle Enterprises, LLC and Showbiz Cinemas, LLC (ATTACHMENT A), after approval as to form by the City Attorney, for a term of ten (10) years, with a cap of \$1,000,000, which includes the following terms:

Showbiz’s Obligations:

- Improve the above mentioned property by adding an 11,000 square foot Family Entertainment Center to the existing movie theaters;

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- Use its best efforts to construct property improvements with an appraised value of at least \$9,400,000;
- Provide at least 100,000 employment hours annually at the Waxahachie facility; and

**City of Waxahachie's Obligations:**

- Provide an incentive to Showbiz in an amount not to exceed 85% of the new municipal sales tax earned by Showbiz during each calendar year of the agreement. The calculation and payment of this incentive will be performance based as set forth more specifically in the Agreement; and
- Provide an incentive to Showbiz in an amount not to exceed 85% of the ad valorem tax earned by Showbiz on the new improvements during each calendar year of the agreement. The calculation and payment of this incentive will be performance based as set forth more specifically in the Agreement; and

**Part 2:** It is hereby officially found and determined that the meeting at which this Resolution is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was as required by the Open Meetings Act.

PASSED AND APPROVED this the \_\_\_\_ day of October, 2019

THE CITY OF WAXAHACHIE, TEXAS

\_\_\_\_\_  
David Hill, Mayor

ATTEST:

\_\_\_\_\_  
Lori Cartwright  
City Secretary

(10)

STATE OF TEXAS           §  
                                       §           **Economic Development Agreement**  
 COUNTY OF ELLIS       §

This Economic Development Incentive Agreement (“**Agreement**”) is made by and among the City of Waxahachie, Texas, a Texas home-rule municipality (“**City**”); Crepe Myrtle Enterprises, LLC, a Texas limited liability company (“**Company**”); and Showbiz Cinemas, LLC, a limited liability company (“**Operator**”), acting by and through their respective authorized officers.

**RECITALS:**

**WHEREAS**, the City passed Resolution No. 1155 on August 11, 2011, establishing a Chapter 380 Economic Development Program which sets out application procedures and review and approval procedures, and requirements to be met for granting economic development incentives in accordance with Article III, Chapter 52-a of the Texas Constitution and Chapter 380 of the Texas Local Government Code (“**Chapter 380**”); and

**WHEREAS**, the Company has advised the City that a contributing factor that would induce the Company to construct, or cause to be constructed and operated by the Operator (as defined below), an expansion to an existing movie theater (the “**Theatre**”) to accommodate a “Bowling, Movies & More” concept (Family Entertainment Center or “**FEC**”), would be to enter into an agreement wherein the City would provide certain economic development incentives to the Company to defray a portion of the costs to construct the FEC expansion to the Theater (hereinafter referred to as the “**FEC Expansion**”); and

**WHEREAS**, the Company has applied for economic development assistance in order to construct the FEC Expansion in Waxahachie on land described in *Exhibit A* attached hereto, which FEC Expansion shall consist of an eleven thousand square foot (11,000 SF) Family Entertainment Center Expansion as described in *Exhibit C*, and will include luxury electric recliner retrofits and technology upgrades in all auditoriums, an expanded lobby with a full bar and concessions, a 14-lane bowling expansion, and an arcade and redemption room (hereinafter referred to as the “Improvements”), which Improvements have a total estimated expenditure of **Nine Million, Four Hundred Thousand Dollars (\$9,400,000.00)** for modification and expansion; and which will result in an increase of **Annual Employment Hours (as defined below)** at the Improvements to a total of at least **100,000 hours** per year and will promote local economic development and stimulate local business, and commercial activity; and

**WHEREAS**, the City Council has reviewed the application and the proposed agreements, and determined that it is in the best interest of the City and its citizens that the agreements should be executed by the City, and that the agreements will contribute to an increase in economic development and general welfare, help bring trade to Waxahachie, and bring new employment opportunities; and

**WHEREAS**, the City Council has determined that the agreements meet the requirements of Chapter 380 and of City of Waxahachie Resolution No. 1155.

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**NOW THEREFORE**, in consideration of the foregoing, and other considerations the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**ARTICLE I  
DEFINITIONS**

Wherever used in this Agreement, the following terms shall have the meanings ascribed to them:

**“Ad Valorem Tax Revenues”** shall mean the City’s portion of the incremental ad valorem property tax revenue, not to exceed the total cumulative value of the City’s portion of the incremental ad valorem property tax revenue generated by the Improvements on the Real Property and Business Personal Property as described in *Exhibit A* and *Exhibit C* and payable from the City’s General Fund. For this Agreement’s purposes, this does not include the ad valorem property taxes due to Ellis County or the Waxahachie Independent School District.

**“Business Personal Property”** shall mean all tangible personal property (except inventory or supplies) delivered to, installed, or located on the Property under Company’s name or Operator’s name as reported by the Ellis Central Appraisal District in connection with the Family Entertainment Center Expansion as defined in *Exhibit C*.

**“Capital Investment”** shall mean the Company’s or Operator’s total capitalized cost of the construction of the Improvements, and the cost of acquisition and installation of Tangible Personal Property located therein.

**“Chapter 380 Payment”** shall collectively mean the Sales and Use Tax reimbursements and Real and Business Personal Property Tax reimbursements.

**“City”** shall mean the City of Waxahachie, Texas.

**“Commencement Date”** shall mean the date a Certificate of Occupancy has been issued by the City for the Operator’s occupancy of the Improvements and the Improvements are open for business to the general public and serving the citizens of the City.

**“Commencement of Construction”** shall mean that: (i) the plans have been prepared and all approvals thereof required by applicable governmental authorities have been obtained for construction of the Improvements; (ii) all necessary permits for the construction of the Improvements have been issued by the applicable governmental authorities; and (iii) construction of the building elements of the Improvements has commenced.

**“Company”** shall mean Crepe Myrtle Enterprises, LLC, a Texas limited liability company.

**“Effective Date”** shall mean the last date of execution hereof.

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“**Annual Employment Hours**” shall mean the number of hours included in the Operator’s annual payroll by all employees, excluding contract labor.

“**Exhibit A**” refers to the Real Property Description of the Land.

“**Exhibit B**” refers to the Waiver of Sales Tax Confidentiality

“**Exhibit C**” refers to the Building Plans for the Improvements.

“**Exhibit D**” refers to the Lease between the Company and the Operator of the Theater and FEC.

“**Expiration Date**” shall mean the tenth (10th) anniversary date of the Commencement Date.

“**Improvements**” shall mean an eleven thousand square foot (11,000 SF) Family Entertainment Center Expansion as described in *Exhibit C*, and will include luxury electric recliner retrofits and technology upgrades in all auditoriums, an expanded lobby with a full bar and concessions, a 14-lane bowling expansion, and an arcade and redemption room.

“**Incentives**” shall mean Chapter 380 Payment as agreed upon by the Company and the City.

“**Lease**” shall mean the Lease between the Company and the Operator for the Theater and FEC.

“**Operator**” shall mean Showbiz Cinemas, LLC, a Texas limited liability company.

“**Real Property Improvements**” shall mean the improvements to the Real Property as described in *Exhibit A* and shall include buildings, structures, or fixtures erected on the Property in connection with the Family Entertainment Expansion as described in *Exhibit C*.

“**Sales and Use Tax Receipts**” shall mean the one- and one-half percent (1.5%) sales and use tax imposed by the City pursuant to Chapter 321, Tax Code of the Texas Local Government on the sale of Taxable Items by the Company consummated at the existing site and Improvements. These receipts do not include the one half percent (0.5%) sales and use tax receipts otherwise known as “4B” or “Type ‘B’” Sales Tax which is allocated to the Waxahachie Community Development Commission.

“**Taxable Items**” shall mean both “taxable items” and “taxable services” as those terms are defined by Chapter 151, TEX. TAX CODE, as amended.

“**Taxable Value**” shall mean the appraised value as certified by the Ellis Central Appraisal District as of July 30 of a given year.

“**Term**” shall mean the term of this Agreement as specified in Section 4.6 of this Agreement.

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## ARTICLE II THE PROJECT

The Company will expand, or cause to be expanded, their current facility, and will construct and operate, or cause Operator to construct and operate on the property as described in *Exhibit C*, 14 state of the art regulation bowling lanes, an arcade area allowing for 50 or more state of the art games, a prize redemption room and a café area for expanded food offerings. Additionally, the existing facility theatre auditoriums will be retrofitted to allow for large seat luxury electric recliners and some enhanced projection upgrades, and in addition, the old lobby concession area will be updated, including a full bar.

## ARTICLE III CONDITIONS OF THE COMPANY AND OPERATOR

The obligation of the City to provide the Incentives shall be conditioned upon the Company's and Operator's continued compliance with and satisfaction of each of the terms and conditions of this Agreement, and each of the conditions set forth in this Article. The Company's and Operator's compliance is necessary in order for the City to realize the full economic development benefits from the Incentives awarded by the City. In exchange for the City's compliance with all terms and provisions of this Agreement, the Company and Operator agree to the following:

**3.1. Required Operations.** The Theater and FEC will be operated as a full time business, open to the public and offering shows and other goods and services every day during the term of this Agreement, unless temporarily closed for required repairs, remodeling or alterations, not to exceed thirty (30) days in length, unless such repairs, remodeling or alterations cannot reasonably be completed within thirty (30) days, whereupon the Company or Operator shall commence preparation of plans, contractor bidding and insurance adjustments for the repairs, remodeling or alterations, as applicable, within thirty (30) days, and thereafter diligently pursue them to completion.

**3.2. Building Standards.** The Company agrees that the plans and specifications for the Improvements shall be subject to the review and approval of all governmental entities with jurisdiction, including, without limitation, the City. Company agrees to comply with all applicable legal requirements from such jurisdictions. Before commencing construction of the Improvements, Company will submit, or cause to be submitted, to the City's Director of the Department of Building or his or her designee ("**Director**"), all plans and specifications for the construction of the Improvements and obtain the Director's approval of such plans and specifications which approval shall not be unreasonably withheld and shall be decided upon expeditiously. Construction of the Improvements will be in accordance with the approved plans and specifications, and with the City's applicable standards and specifications, and during the progress of the construction and installation of the Improvements, the Director may conduct periodic, on-the-ground inspections.

**3.3. Employment Positions.** The Company or Operator shall create, fill and maintain at least 100,000 Annual Employment Hours at the Improvements as of the first anniversary of the Commencement Date, and shall maintain such level of Annual Employment Hours until the Expiration Date. The Company or Operator shall, within thirty (30) days after the end of each calendar year supply the City with copies of

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employment records and such other information as may be reasonably requested to document compliance with the required **Annual Employment Hours**, provided that neither the Company nor the Operator shall be required to provide any information that is in violation of the Fair Labor Standards Act.

**3.4. Capital Investment.** The Company’s or Operator’s total investment on the Improvements shall be at least **Nine Million, Four Hundred Thousand Dollars (\$9,400,000.00)** as of the Commencement Date. Company covenants and agrees to submit to the City invoices, receipts, closing purchase documents, or other documentation in a form acceptable to the City for the Improvements made to the Property in a minimum amount of **Nine Million, Four Hundred Thousand Dollars (\$9,400,000.00)** within ten (10) months of the Effective Date of this Agreement, and which documentation shall demonstrate that Company’s expenses meet the definition of “project” as that term is defined by Sections 501.103 and 505.158 of the Texas Local Government Code, and the definition of “cost” as that term is defined by Section 501.152 of the Texas Local Government Code.

**3.5. Sales Tax Disclosure.** Company agrees to provide any release or releases to the City necessary to allow the State Comptroller to provide Sales Tax Disclosure. The Company shall rely on the Sales Tax Disclosure as accurate and definitive for purposes of this Agreement. An executed form of release is attached hereto as *Exhibit B*. The City shall not be required to pay Company the Reimbursement Amount until such time that the Company provides any required release and the State Comptroller provides the City the Sales Tax Disclosure; provided, however, the Company may establish the amount of Sales Tax Revenues arising from the construction of the Improvements or the purchase of the equipment and inventory for the Improvements using other documentation approved by the City, which approval shall not be unreasonably withheld.

**3.6. Good Standing.** The Company will keep all taxes due to City current, and if not paid after fifteen (15) days’ notice of delinquent taxes, reimbursements shall stop until taxes are current, and the Company shall be in default under this agreement until all taxes due to the City are current.

**3.7. Lease Agreement Between the Company and the Operator.** The Company shall provide a copy of the Lease Agreement between the Company and the Operator to the City prior to the issuance of the Certificate of Occupancy to be included in this Agreement as *Exhibit D*.

**3.8. Performance Conditions.** Company agrees to make, execute and deliver to City such other instruments, documents and other agreements as the City or its attorneys may reasonably request to evidence this Agreement.

**3.9. Performance.** Company agrees to perform and comply with all terms, conditions, and provisions set forth in this Agreement and in all other instruments and agreements by and between the Company and City.

**ARTICLE IV  
INCENTIVES TERMS AND CONDITIONS**

In exchange for Company’s compliance with all terms and provisions of this Agreement, City agrees to the following:

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**4.1. Annual Ad Valorem Tax Revenues on Real Property Improvements.** For a period of **ten (10)** years, the City shall annually pay the Company a Chapter 380 Payment equal to **85%** of all Ad Valorem Revenues assessed against the Real Property Improvements that are constructed after the Effective Date of the Agreement. Ad Valorem Revenues associated with the land and any improvements constructed prior to the Effective Date shall not be included when calculating annual Chapter 380 Payments.

**4.2. Annual Ad Valorem Tax Revenues on New Business Personal Property.** For a period of **ten (10)** years, the City shall annually pay the Operator a Chapter 380 Payment equal to **85%** of all Ad Valorem Tax Revenues assessed against the new equipment that is to be installed after the Effective Date of the Agreement. City Property Taxes associated with the personal property installed prior to the Effective Date shall not be included when calculating annual Chapter 380 Payments

**4.3. Annual Sales and Use Tax Reimbursement for Improvements.** For a period of **ten (10)** years, the City shall pay the Company a Chapter 380 Payment equal to **(85%)** of the total annual Sales and Use Tax revenue from Improvements revenues which were paid to the City; to be reimbursed annually upon review of information furnished by the Texas State Comptroller.

**4.4. Calculation for Sales and Use Tax Reimbursement.** For Sales and Use Tax Reimbursement purposes, Existing Revenue Sales Tax will be based on the Company's most recent Fiscal Year gross revenues prior to the Effective date of the Agreement at their Waxahachie location; which were **Seven Million, Four Hundred Fifty-six Thousand, Eight Hundred Dollars (\$7,456,800) in 2018.** Revenues in excess of the aforementioned amount will be considered revenues from the Improvements at the same location.

**4.5. Total Incentive Amount.** Under no circumstances shall the amount of the above incentives collectively total more than **One Million Dollars (\$1,000,000)**. Should the maximum incentive of **One Million Dollars (\$1,000,000)** be achieved prior to the Expiration Date of this Agreement then this Agreement shall be considered satisfied for all parties.

**4.6. Payment Period.** The Payment Period shall begin with the first full tax year after the Commencement Date of this Agreement and will cease on the Expiration Date.

**4.7. Confidential Information.** The City hereby designates this Agreement as a Revenue Sharing Agreement, thereby entitling the City to request sales tax information from the State Comptroller, pursuant to section 321.3022, Texas Tax Code, as amended. Unless determined otherwise by the Texas Attorney General, in writing, any information received relating to the sales tax shall be considered confidential proprietary financial information not subject to immediate release to the public. The City shall also consider confidential any information relating to the employment records of the Company and Operator as identified in Article III, Section 3. Furthermore, the City will not request the release of any information from the Company or Operator that is in violation of the Fair Labor Standards Act. The City shall seek a written opinion from the Texas Attorney General, raising any applicable exception to release, prior to any release to a third-party under the Texas Public Information Act, and City shall provide Company timely notice and an opportunity to review and comment on any such opinion request.

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**ARTICLE V  
DEFAULT AND REMEDY**

All of the above provisions are based upon the new employment and the expectation that the operation of the Theater and FEC will furnish economic development benefits by drawing visitors to Waxahachie. With this premise, the following shall be agreed upon by both the City and Company:

**5.1 Closure of Theater and FEC.** If during the ten (10) years of this Agreement the Theater and FEC closes for business, the City will be entitled to a refund of all sums paid under this Agreement, and will be entitled to file suit for or take any other legal actions necessary to recover said funds paid out. Future payments will also be cancelled in that event. The reimbursement to the City and cessation of future payments will not apply if the closure is temporary for required repairs, remodeling or alterations, not to exceed thirty (30) days in length, unless such repairs, remodeling or alterations cannot reasonable be completed within thirty (30) days, whereupon the Company or Operator shall commence preparation of plans, contractor bidding and insurance adjustments for the repairs, remodeling or alterations, as applicable, within thirty (30) days, and thereafter diligently pursue them to completion.

**5.2 Sale of Theater and FEC.** If the operation of the Theater and FEC is sold or assigned by the Operator, the purchaser or assignee must re-apply to the City for a Chapter 380 Agreement and, at the City's sole discretion, the City may extend the remainder of the payments under this Agreement to the new owner or operator, or the City may cancel future payments, but in no event may the City seek reimbursements of payments previously made to the Company. Notwithstanding the foregoing, the Operator shall have the right, without the necessity of seeking or obtaining the City's prior written consent (such consent being hereby granted), to sell the Theater and FEC, and assign the Lease in connection with the following transactions (individually and collectively, the "**Permitted Transfers**"):

- (a) Customary license and/or concession agreements;
- (b) "Fourwall" deals;
- (c) Any sale of the Theatre and FEC or assignment of the Lease to an entity that controls, is controlled by, or is under common control with the Company (control shall mean the direct or indirect ownership of more than fifty percent (50%) of the beneficial interest in the entity in question);
- (d) Any sale of the Theater and FEC or assignment of the Lease to any member of the family of Kevin Mitchell and/or any trust created for the benefit of Kevin Mitchell or any of his family;
- (e) Any sale of the Theater and FEC or assignment of the Lease to any corporation, partnership, joint venture or other legal entity, provided that Kevin Mitchell and/or members of Kevin Mitchell's family and/or a legal entity which is more than fifty percent (50%) owned by Kevin Mitchell and/or a member of his family retains operating control over the Theatre situated on the demised premise;
- (f) Any sale of the Theater and FEC or assignment of the Lease to any entity or person that expressly assumes all of the Company's obligations hereunder relating to the period from and after the effective date of such transfer and either:

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- (i) merges or consolidates with the Company, or
- (ii) acquires substantially all of the assets or stock of the Company;

(g) Any sale of the Theater and FEC or assignment of the Lease (collateral or absolute) to a corporation, partnership, trust, joint venture or other entity provided that the Company (or any other entity to which the Company could effect a Permitted Transfer without the City's consent) continues to operate and manage the demised premises (i.e., a so-called sale-leaseback or lease-leaseback transaction).

There shall be no restrictions on the Company's right to sell the property provided there is no change in the Operator of the Theater and FEC, and the terms of this Agreement shall inure to the benefit of such successor owner.

**5.3. False Statements.** Any warranty, representation, or statement made or furnished to the City by or on behalf of the Company under this Agreement that is false or misleading in any material respect, either now or at the time made or furnished, is an Event of Default.

**5.4. Notice and Remedy.** Any party to this Agreement that believes that the other party to this Agreement has defaulted in the performance of any condition, term, or obligation owed to that party hereunder shall give notice of the default to the defaulting party, specifying in detail the provision or provisions of this Agreement that have allegedly been breached, and what specific action must be taken to cure or correct the default and giving such party thirty (30) days to cure any such default. Notwithstanding the foregoing, the parties hereto shall have all remedies provided at law and in equity with respect to this Agreement.

**5.5. Default by Company and Termination of Agreement.** In the event of default by the Company and this Agreement is terminated pursuant to this Article, therefore any subsequent Chapter 380 Payments that were to be provided to the Company by the City for periods after the termination date shall cease effective immediately as of the date of such termination. Any earned Chapter 380 Payments that have not been paid prior to the termination date shall still be paid by the City to Company.

**ARTICLE VI  
NOTICE**

All notices required by this Agreement shall be in writing and addressed to the following, or such other party or addressed as either party designates in writing, by certified mail, postage prepaid or by hand delivery.

**If to Company:**

Attn: Greg Ellis  
 Crepe Myrtle Enterprises, LLC  
 12400 Coit Road, Suite 860  
 Dallas, Texas 75201-3412  
 Email: gellis@showbizcinemas.com

**With copy to:**

Thomas H. Stewart, Jr., Esq.  
 Stewart & Bonnet, LLP  
 500 N. Akard Street, Suite 1830  
 Dallas, Texas 75201  
 Email: tstewart@stewartlegal.com

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**If to City:**

City of Waxahachie, Texas  
Attn: Michael Scott, City Manager  
401 S. Rogers Street  
Waxahachie, Texas 75165  
Email: mscott@waxahachie.com

**With copy to:**

Robert Brown  
Brown and Hoffmeister, L.L.P.  
740 East Campbell Road, Suite 800  
Richardson, Texas 75081  
Email: rbrown@bhlaw.net

**ARTICLE VII  
MISCELLANEOUS PROVISIONS**

The following miscellaneous provisions are a part of this Agreement:

**7.1. Employment of Undocumented Workers.** Company certifies that Company does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the Term of this Agreement, Company is convicted of a violation under 8 U.S.C. § 1324a(f), Company shall repay the amount of the public subsidy provided under this Agreement plus interest, at the rate of eight percent (8%), not later than the 120th day after the date the City notifies Company of the violation.

**7.2. No Boycott of Israel.** In accordance with Section 2270.002 of the Texas Government Code (as added by Tex. H.B. 89, 85th Leg. R.S. (2017)), the Owner verifies that it does not boycott Israel and will not boycott Israel during the Term of this Agreement.

**7.3. State Comptroller's List.** In accordance with Section 2252.152 of the Texas Government Code (as added by Tex. S. B. 252, 85th Leg., R.S. (2017)), the Parties covenant and agree that the Company is not on a list maintained by the State Comptroller's office prepared and maintained pursuant to Section 806.051, 807.051, or 2252.153 of the Texas Government Code.

**7.4. Company shall indemnify, save, and hold harmless City, its directors, officers, agents, attorneys, and employees (collectively, the "Indemnitees") from and against: (i) any and all claims, demands, actions or causes of action that are asserted against any Indemnitee if the claim, demand, action or cause of action directly or indirectly relates to tortious interference with contract or business interference, or wrongful or negligent use of City's financial assistance by Company or its agents and employees; (ii) any administrative or investigative proceeding by any governmental authority directly or indirectly related, to a claim, demand, action or cause of action in which City is a disinterested party; (iii) any claim, demand, action or cause of action which directly or indirectly contests or challenges the legal authority of City or Company to enter into this Agreement; and (iv) any and all liabilities, losses, costs, or expenses (including reasonable attorneys' fees and disbursements) that any Indemnitee suffers or incurs as a result of any of the foregoing; provided, however, that Company shall have no obligation under this Section to City with respect to any of the foregoing arising out of the gross negligence or willful misconduct of City or the breach by City of this Agreement. If any claim, demand, action or cause of action is asserted against any Indemnitee, such Indemnitee shall promptly notify Company, but the failure to so promptly notify Company shall not affect Company's obligations under this Section unless such failure materially prejudices**

Company's right to participate in the contest of such claim, demand, action or cause of action, as hereinafter provided. If requested by Company in writing, as so long as no Default or Event of Default shall have occurred and be continuing, such Indemnitee shall in good faith contest the validity, applicability and amount of such claim, demand, action or cause of action and shall permit Company to participate in such contest. Any Indemnitee that proposes to settle or compromise any claim, demand, action, cause of action or proceeding for which Company may be liable for payment of indemnity hereunder shall give Company written notice of the terms of such proposed settlement or compromise reasonably in advance of settling or compromising such claim or proceeding and shall obtain Company's concurrence thereto.

**7.5. Amendments.** This Agreement, together with any related documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

**7.6. Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Ellis County, Texas. Venue for any action arising under this Agreement shall lie in the state district courts of Ellis County, Texas.

**7.7. Binding Obligation.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. Company and Operator warrant and represent that the individual or individuals executing this Agreement on behalf of Company and Operator have full authority to execute this Agreement and bind Company and Operator to the same. City warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind it to the same.

**7.8. Caption Headings.** Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of the Agreement.

**7.9. Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.

**7.10. Revenue Sharing Agreement.** The Parties designate this Agreement as a revenue sharing agreement, thereby entitling the City to request Sales and Use Tax information, Type A Sales and Use Tax Revenue, and Type B Sales and Use Tax Revenue information from the State Comptroller, pursuant to section 321.3022 of the Texas Tax Code, as amended.

**7.11. Severability.** If a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.

**ATTACHMENT A**

(10)

**EXECUTED on this \_\_\_\_\_ day of \_\_\_\_\_, 2019.**

**CITY OF WAXAHACHIE**

By: \_\_\_\_\_  
Mayor

**CREPE MYRTLE ENTERPRISES, LLC**

BY: \_\_\_\_\_  
Manager

**ATTEST:**

\_\_\_\_\_  
Title \_\_\_\_\_

**SHOWBIZ CINEMAS, LLC**

BY: \_\_\_\_\_  
Title \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Title: \_\_\_\_\_

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**EXHIBIT A**

**REAL PROPERTY DESCRIPTION OF THE LAND**

Lot 1, Block A, SHOWBIZ CINEMA ADDITION, an addition to the City of Waxahachie, Ellis County, Texas, according to the Final Plat thereof recorded in Cabinet H, Slides 623 through 625, Plat Records, Ellis County, Texas.

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**EXHIBIT B**

**WAIVER OF SALES TAX CONFIDENTIALITY**

**DATE: 9-13-19**

**I authorize the Comptroller of Public Accounts to release sales tax information pertaining to the taxpayer indicated below to the City Manager of the City of Waxahachie, Texas. I understand that this waiver applies only to our retail store located at 108 Broadhead Rd. in Waxahachie, Texas.**

**Please print or type the following information as shown on your Texas Sales and Use Tax Permit:**

**Showbiz Cinemas, LLC**

Name of Taxpayer Listed on Texas Sales Tax Permit

**Showbiz Cinemas, LLC**

Name Under Which Taxpayer is Doing Business (d/b/a or Outlet Name)

**12400 Coat Rd, Ste. 860 Dallas TX 75251**

Taxpayer Mailing Address

**108 Broadhead Rd.**

Physical Location of Business Permitted for Sales Tax in Waxahachie, Texas

**32025247175**

Texas Taxpayer ID Number  
(As Shown on Texas Sales Tax Permit)

**00004**

Tax Outlet Number

\_\_\_\_\_  
Authorized Signature

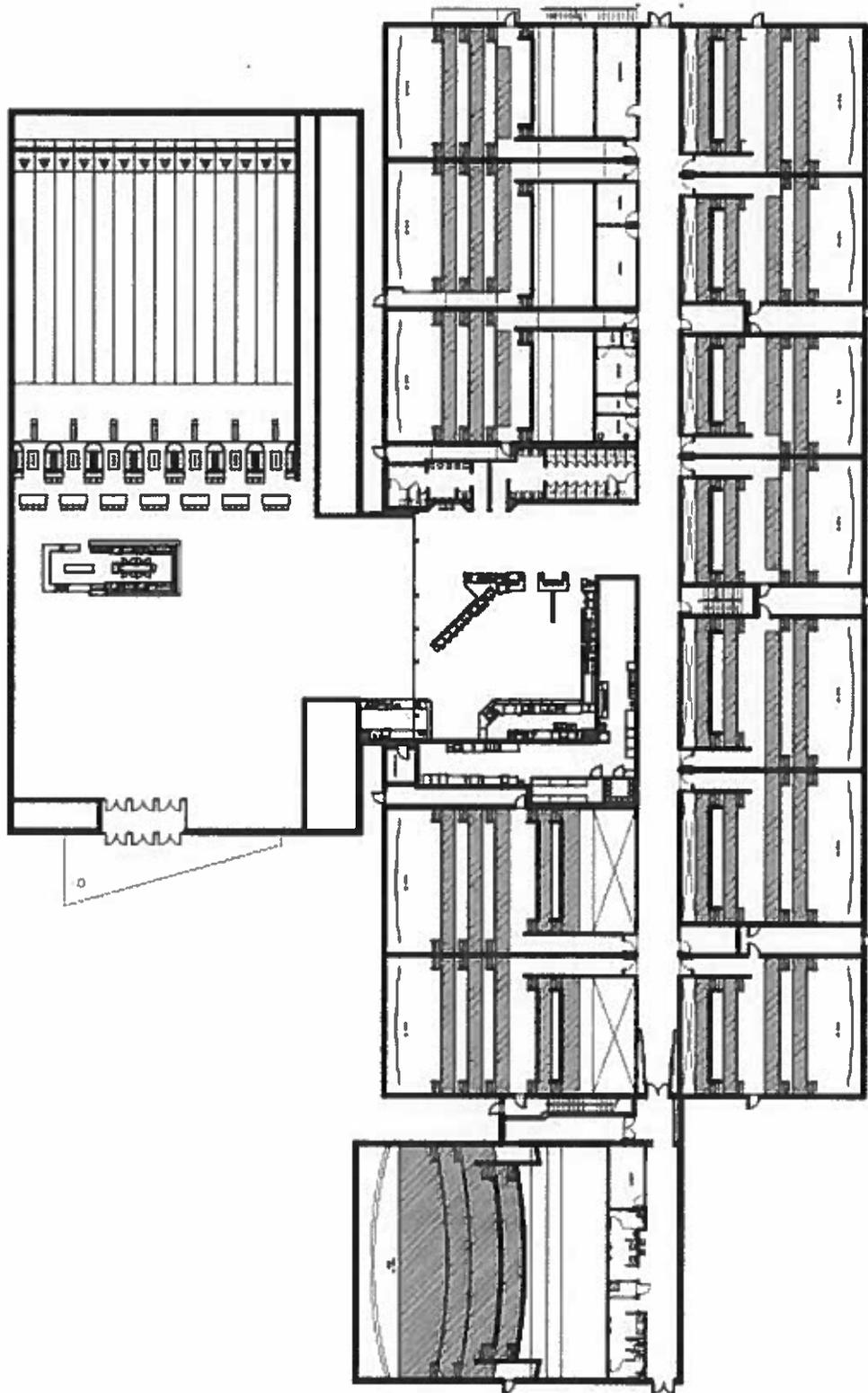
\_\_\_\_\_  
Print Name of Authorized Signature

\_\_\_\_\_  
Phone Number of Authorized Signature

\*The authorized signature must be an owner, officer, director, partner, or agent authorized to sign a Texas Sales Tax Return. If you have any questions concerning this waiver of confidentiality, please contact the Texas Comptroller of Accounts at 1-800-531-5441, Ext. 5-0411.

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EXHIBIT C

BUILDING PLANS FOR IMPROVEMENTS



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**Exhibit D**

**Lease Between Company and Operator**

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## Memorandum

To: Honorable Mayor and City Council  
From: Wade G. Goolsby, Chief of Police  
Thru: Michael Scott, City Manager  
Date: September 24, 2019  
Re: Animal Ordinance

Over the past few years, we have encountered numerous situations related to animal complaints that were not addressed by our existing ordinance. There were times when we had no enforcement power but common sense would dictate that actions should be taken. In an effort to address these issues, we have undertaken a significant overhaul of our Animal and Fowl ordinance. The new ordinance closes a lot of the gaps that we have in our existing ordinance. The revised ordinance also gave us an opportunity to review past practices and evaluate the effectiveness of them. If past practices have been ineffective, we tried to address them in the ordinance.

There are several significant changes in the proposed ordinance. First, we have changed the name of Animal Control to Animal Services. The term "Animal Control" is reflective of the past and the "dog catcher" whereas "Animal Services" better reflects the services that we provide today in answering animal complaints, ensuring animal care throughout the city, and re-homing animals.

The second significant change is a change in our process for sterilizing animals. Currently, we adopt an animal to a citizen and they sign a contract agreeing to have the animal sterilized (spayed or neutered). Unfortunately, we have learned through experience that a large percentage of people never have the animal sterilized. In the

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new ordinance, the animal will be sterilized prior to being released and the adoption fees have been modified to cover the expense of sterilizing the animal. We are committed to keeping the adoption costs at a minimum in order to maximize the number of adoptions.

A complete list of the proposed changes are shown below:

**Global Change**

- Changes all references to City animal control to "Animal Services Department" for consistency

**Chapter 6 ANIMALS AND FOWL; Article I – In General**

- Animal Services Department and animal control officers tasked with enforcement **(Sec. 6-2)**
- City officials exempt from liability for enforcement efforts **(Sec. 6-3)**
- Establishes specific penalties for violations **(Sec. 6-4)**
- Parents/legal guardians responsible for minor's animals **(Sec. 6-5)**
- ASD and animal control officers have authority to inspection animals/premises **(Sec. 6-7)**
- Establishes specific types of animal public nuisance violations (Noise; Waste; Unsanitary Conditions; At Large; Annoyance) **(Sec. 6-9)**
- Establishes animal noise complaint procedures **(Sec. 6-9)**
- Revises animal carcass regulations **(Sec. 6-11)**
- Establishes animal care guidelines **(Sec. 6-14)**
- Establishes animal restraint regulations and violations **(Sec. 6-15)**
- Establishes inhumane treatment regulations **(Sec. 6-16)**
- Establishes animal sales regulations **(Sec. 6-17)**
- Establishes service animal regulations **(Sec. 6-18)**
- Establishes animal baiting/trapping regulations **(Sec. 6-19)**
- Establishes animal establishment regulations **(Sec. 6-20)**

**Chapter 6 ANIMALS AND FOWL; Article II – Dogs and Cats**

- Revises dogs and cats at large regulations **(Sec. 6-26)**
- Revises dog and cat at large impoundment procedures **(Sec. 6-27)**
- Revises dogs defecating on public/private property regulations **(Sec. 6-28)**
- Revises dog licensing regulations/procedures **(Sec. 6-29)**
- Incorporates use of microchips in lieu of registration tags **(Sec. 6-33)**
- Clarifies dog and cat redemption periods following impounded **(Sec. 6-39)**
- Revises sterilization of adopted cats or dogs **(Sec 6-40)**
- Revises dog and cat ownership regulations **(Sec. 6-43)**
- Establishes feral cat management **(Sec. 6-44)**
- Revises minimum acres required for kennels **(Sec. 6-44)**

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**Chapter 6 ANIMALS AND FOWL; Article III – Livestock, Fowl, Rabbits and Reptiles**

- Establishes impoundment and disposal procedures for such animals found at large **(Sec. 6-51)**
- Revises regulations for keeping fowl/pigeons/rabbits/guinea pigs in residential area **(Sec. 6-52)**
- Establishes regulations for keeping snakes and lizards in city **(Sec. 6-54)**

**Chapter 6 ANIMALS AND FOWL; Article IV – Dangerous Animals; Division 1 – Animals Other than Dogs**

- Establishes non-compliance with dangerous animal requirements is illegal **(Sec. 6-61.1)**
- Clarifies appeal process of municipal court determination of dangerous animal **(Sec. 6-62)**
- Revises possession of dangerous animal requirements **(Sec. 6-62.1)**
- Revises registration of dangerous animal procedures **(Sec. 6-63)**
- Revises owner penalties for attack by dangerous animal **(Sec. 6-64)**

**Chapter 6 ANIMALS AND FOWL; Article IV – Dangerous Animals; Division 2 – Dogs**

- Revises definition of dangerous dog **(Sec. 6-67.1)**
- Clarifies appeal process of municipal court determination of dangerous animal **(Sec. 6-67.5)**
- Revises possession of dangerous animal requirements and penalties for attack by dangerous animal **(Sec. 6-67.6)**
- Revises registration of dangerous animal procedures **(Sec. 6-67.7)**
- Establishes prohibition against possession dog determined to be dangerous by another jurisdiction **(Sec. 6-68)**
- Establishes parent/legal guardian responsible for attack by minor's animal **(Sec. 6-69)**

**Chapter 6 ANIMALS AND FOWL; Article V – Rabies**

- Establishes failure to vaccinate for rabies is illegal **(Sec. 6-75)**
- Clarifies that rabies regulations apply to bites and scratches **(Sec. 6-77 and 6-83)**
- Establishes quarantine necessary when veterinarian suspects rabies **(Sec. 6-79.1 and 6-79.2)**

**Chapter 6 ANIMALS AND FOWL; Article VI – Prohibited Animals**

- Establishes regulations for keeping live swine within city limits **(Sec. 6-90)**
- Establishes prohibition against keeping bees within city limits **(Sec. 6-91)**
- Adds wild-hybrid animals to wild animal and venomous reptile regulations **(Sec. 6-92)**

**Chapter 6 ANIMALS AND FOWL; Article VII - Fees**

- Revises animal registration fee **(Sec. 6-95)**

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- Revises animal turn-in fees (Impound fees; Euthanasia; Animal Disposal; Rabies Testing and Quarantine) **(Sec. 6-96)**
- Revises dog and cat adoption fees **(Sec. 6-97)**
- Revises impoundment fees (Quarantined Animals; Redemption) **(Sec. 6-98)**
- Establishes four animal offenses may result in mandatory animal removal from city **(Sec. 6-98)**

The proposed ordinance has been reviewed and approved by the City Attorney and has been reviewed by the City Manager. I respectfully request approval of the proposed ordinances.

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**ORDINANCE NO.**

**AN ORDINANCE REPEALING AND REPLACING CHAPTER 6 (ANIMAL AND FOWL) OF THE CODE OF ORDINANCES, CITY OF WAXAHACHIE, AND SETTING AN EFFECTIVE DATE**

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

THAT CHAPTER 6 OF THE CODE OF ORDINANCES, CITY OF WAXAHACHIE, IS HEREBY REPEALED AND REPLACED TO READ AS FOLLOWS:

**Chapter 6 - ANIMALS AND FOWL**

**ARTICLE I. - IN GENERAL**

**Sec. 6-1. - Definitions.**

The following words and phrases shall, for the purposes of this chapter, have the meanings respectively ascribed to them:

*Abandon:* leaving an animal in any place without providing reasonable and necessary care including, but not limited to, air, food, water, or protection from adverse elements such as heat, cold, etc.

*Adult:* Any animal three (3) months of age or older.

*Animal:* Any living, vertebrate creature, domestic or wild, other than homo sapiens, insects, and plants.

*Animal Services Commander:* the police Commander (holding the rank of Lieutenant or higher) that supervises the Animal Services Department.

*Animal control officer:* any person designated by the city manager to represent and act for the city to receive reports of animal bites, investigate bite reports, ensure quarantine of possibly rabid animals, and carry out and enforce the general regulations of the provisions of this chapter.

*Animal establishment:* means any pet shop, kennel, grooming shop, auction, flea market, performing animal exhibition, or other facility or commercial enterprise engaged in the buying, selling, grooming, breeding, boarding or handling of domestic animals, excluding veterinary clinics, hospitals, animal shelters and individuals caring for animals in their private residence in compliance with the terms of this chapter.

*Animal shelter:* means any facility operated or designated by the city for the purpose of impounding and caring for animals as prescribed by law.

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*Applicable fees:* Those reasonable charges incurred for the care and maintenance provided by the animal shelter for impounded animals.

*Assistance animal:* means an animal that is specially trained or equipped to help a person with a disability and that:

- (1) is used by a person with a disability who has satisfactorily completed a specific course of training in the use of the animals; and
- (2) has been trained by an organization generally recognized by agencies involved in the rehabilitation of persons with disabilities as reputable and competent to provide animals with training of this type.

*At large:* Any dog not confined to the premises of the owner or within a house or other building or enclosure or restrained upon the premises of the owner by a leash sufficiently strong to prevent the dog from escaping and restricting the dog to the premises, or not confined by a leash or confined within an automobile or confined by a leash on a vehicle (i.e., pickup truck) while the vehicle is parked, when away from the premises of the owner.

*Bee:* any common domestic honeybee (*apis mellifera*).

*Cat:* A commonly domesticated member of the Felidae (feline) family.

*Dangerous animal:*

- (1) Any animal that when unprovoked inflicts bites on or attacks a human being or other animal either on public or private property or, in a vicious or terrorizing manner, approaches any person in apparent attitude of attack upon the streets, sidewalks, or any public or private grounds or places;
- (2) Any animal with a known propensity, tendency or disposition to attack unprovoked to cause injury or to otherwise endanger the safety of human beings or animals; or
- (3) Any animal suspected of being a dangerous animal if the owner, keeper or harbinger of such animal fails or refuses to make such animal available for inspection by an animal control officer.

*Dangerous propensities:* any one, or a combination, of the animal behaviors of biting, snarling, charging aggressively toward a person or another animal, growling with curled lips, popping of teeth, or barking with raised hackles.

*Dog:* A commonly domesticated member of the Canidae (canine) family.

*Dog license:* A legally granted privilege, upon compliance with the terms of this chapter, to own, keep, harbor, or have custody or control of a dog within the city limits.

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*Dog tag:* A metal tag authorized by the city for attachment to a dog collar which displays a serial number corresponding to the number of dog license for such animal, and which shows the year the license was issued by the city.

*Dog tethering:* means using a chain, rope, tether, leash, cable, or other device to attach a dog to a stationary object or trolley system.

*Domestic animal:* means any animal whose physiology has been determined or manipulated through selective breeding, and that does not occur naturally in the wild, and that may be vaccinated against rabies with an approved rabies vaccine, and that has an established rabies quarantine observation period. The term domestic animal includes livestock, caged or penned fowl other than animals belonging to the class aves, order Falconiforms and subdivision Raptae, normal household pets, such as but not limited to dogs, cats, cockatiels, ferrets, hamsters, guinea pigs, gerbils, rabbits, fish or small, nonpoisonous reptiles or nonpoisonous snakes.

*Estray:* Any livestock found running at large.

*Exotic animals:* nonnative species of animal including, but not limited to, nonpoisonous reptiles which, when mature, are over six (6) feet in length, ostriches, any member of the Ratite family or exotic livestock as defined by the state animal health commission.

*Fowl:* Chickens, ducks, guineas, pigeons, pheasants, peacocks, geese, quail, dove, or similar feathered animals, except parakeets, parrots, or other birds that are customarily retained as common household pets.

*Guard dog:* means any dog that has been trained for the purpose of protecting property by a guard dog company that is required to be licensed pursuant to Texas Occupations Code, Ch. 1702, V.T.C.S., as amended from time to time, or a dog that received protection or guard dog training and is used by law enforcement, private security, or in protective functions where the dog is responsive to control by its owner or handler and is used only for protective functions, irrespective of its status as a personal pet of its owner or handler.

*Harboring:* the act of keeping and caring for an animal or of providing a premises to which the animal returns for food, shelter or care for a period of three (3) days.

*Humanely euthanized:* to cause the death of an animal by a method which:

- (1) Rapidly produces unconsciousness and death without visible evidence of pain or distress;  
or
- (2) Utilizes anesthesia produced by an approved agent, which causes painless loss of consciousness, and death following such loss of consciousness.

*Humane trap:* a box cage for catching animals in a humane manner.

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**Impound:** To take an animal in to custody by the city; impoundment shall begin at the time any animal control officer or police officer takes control of an animal either by hand, rope, trap, projectile, or confinement to a vehicle.

**Kennel:** An establishment designed or used for the boarding, selling, or breeding of animals where more than four (4) animals are to be boarded, sold, or bred.

**Licensed Veterinarian:** means a person authorized to practice veterinary medicine who is currently licensed by the Texas State Board of Veterinary Medical Examiners.

**Livestock:** Any animal raised for human consumption or an equine animal including, but not limited to, horses, stallions, mares, gelding, filly, colts, mules, hinny, jacks, jennets, donkeys, llamas, burros, goats, sheep, a head of any species of cattle, or emus, ostrich, or rhea, or any crossbreeding of such species.

**Local Rabies Control Authority (LRCA):** means the officer designated by the city under the Health and Safety Code § 826.017 or his or her designee.

**Owner:** Any person who owns, keeps, shelters, maintains, feeds, harbors, or has temporary or permanent custody of a domestic or prohibited animal, or who knowingly permits a domestic or prohibited animal to remain on or about any premises occupied by that person over which that person has control. An animal shall be deemed to be owned by a person who harbored it, fed it, or sheltered it for three (3) consecutive days or more.

**Person:** any individual, firm, association, partnership, or corporation.

**Pet:** means any animal kept for pleasure rather than utility.

**Prohibited animal:** any animal, except birds kept in a cage or aviary that is not regulated by international, federal or state law, or common domestic species which include gerbils, hamsters, guinea pigs or laboratory mice or rats, and regardless of state or duration of captivity, that poses a potential physical or disease threat to the public or that is protected by international, federal or state regulations, including but not limited to the following:

- (1) Class Reptilia: Family Helodermatidea (venomous lizards); Family Viperidae (rattlesnakes, copperheads, cottonmouths, other pit vipers and true vipers); Family Elapidae (coral snakes, cobras, mambas, and other elapids); the following listed species of Family Colubridae-Dispholidus typus (Boomslang), Hydrodynastes gigas (water cobra), Boiga (mangrove snake), and Thelotornis (African twig snake) only; Order Phidia, Family Boidae (racers, boas, water snakes, and pythons); and Order Crocodilia (crocodiles, alligators, caimans, and gavials);
- (2) Class Aves: Order Falconiforms (such as hawks, eagles, and vultures); Subdivision Ratitae (such as ostriches, rheas, cassowaries, and emus); and Order Strigiforms (such as owls);
- (3) Class Mammalia: Order Carnivora, Family Felidae (such as ocelots, margays, tigers, jaguars, leopards, and cougars), except commonly accepted domesticated cats; Family

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Canidae (such as wolves, wolf-dog hybrids, dingos, coyotes, and jackals), except domesticated dogs; Family Mustelidae (such as weasels, skunks, martens, mink, and badgers), except ferrets; Family Procyonidae (raccoon); Family Ursidae (such as bears); Order Marsupialia (such as kangaroos and common opossums); Order Edentata (such as sloths, anteaters, and armadillos); Order Proboscidea (elephants); Order Primata (such as monkeys, chimpanzees, and gorillas); Order Rodentia (such as porcupines); and Order Ungulata (such as antelope, deer, bison, and camels); and

- (4) Animals not listed: The animal control officer may declare any species of animal not listed in this subsection as "prohibited" if the confinement of the animal within the city can be shown to constitute a threat to public health and safety.

*Properly fitted with respect to a collar or other neck restraint:* means a collar or other neck restraint that measures the circumference of a dog's neck plus at least one (1) inch. With respect to a harness, properly fitted means a harness that is of an adequate size, design, and construction as appropriate for the dog's size and weight.

*Public nuisance:* Whatever is declared by the Animal Services Commander to be dangerous to human life, health, or welfare, or to threaten to become detrimental to the public health or welfare.

*Public safety officer:* means a City public safety officer, including animal control officers, police officers, code compliance officers, environmental health officers, and members of the fire department.

*Quarantine:* To take into custody and place in confinement as defined in this chapter isolated from human beings and other animals in such a way as to preclude the possibility of disease transmission.

*Rabies:* An acute viral disease of man and animal affecting the central nervous system and usually transmitted by an animal bite.

*Restraint:* means an animal that is under restraint under any of the following:

- (1) it is securely enclosed or confined to its owner's yard by a physical fence in a manner that will isolate the animal from the public and from other animals except for animals owned or under the control of the owner;
- (2) It is accompanied by its owner or trainer at a bona fide dog show, field trial, or exhibition; or
- (3) It is secured by a person holding a leash no more than six (6) feet in length and of sufficient strength to control the animal; or
- (4) It is an assistance or service animal; as defined by this chapter, that is being used by a person with a disability or

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- (5) It is a guard dog in performance of duty in an enclosed building or securely fenced and locked area that is marked on all sides with signs in four-inch (4") letters stating "guard dog" and clearly visible to the public.

*Sanitary:* Any condition of good order and cleanliness, which discourages and limits disease transmission.

*Secure enclosure:* A fence or structure of at least six (6) feet in height, forming or causing an enclosure suitable to prevent the entry of other animals or young children, and suitable to confine a female in heat or dangerous animal in conjunction with other measures which may be taken by the owner. Such enclosure shall be securely enclosed and locked and designed with secure sides, top, and bottom and shall be designed to prevent the animal(s) from escaping from the enclosure.

*Securely enclosed or confined:* means:

- (1) an area that is completely surrounded by a substantial fence or enclosure of sufficient strength, height, construction, materials, and design as to prevent any animal from escaping from the area and in a manner that will isolate the animal from the public and other animals except for animals owned or under the control of the owner;
- (2) The term "securely enclosed or confined" does not mean enclosure or confinement by an invisible or electric fence.
- (3) Such fence or enclosure shall comply with the appropriate zoning regulations applicable to the property.

*Serious/Severe bodily injury:* Physical pain, illness, or any impairment of physical condition; an injury characterized by severe bite wounds or severe ripping and tearing of muscle that would cause a reasonable prudent person to seek treatment from a medical professional and would require hospitalization without regard to whether the person actually sought medical treatment.

*Service Animal:* Any animal used for but not limited to, law enforcement, private security, handicap and therapeutic conditions or any other function where the animal has been trained for and received written certification.

*Spay/neuter:* the surgical removal of the reproductive organs of a dog or cat to render the animal unable to reproduce.

*Sterilization:* Surgical removal of the reproductive organs of an animal to render the animal unable to reproduce.

*Stray:* An animal that is improperly restrained and that wanders upon a public place, road way, street, highway or the property of another person.

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*Unprovoked attack by an animal:* An incident in which an animal, has attacked a human being or an animal was not hit, kicked, or struck by a human being with any object or part of a human being's body, nor was any part of the animals body pulled, pinched, or squeezed by a human being, nor was the animal taunted or teased by any human being, nor was the human being in the animals territory or on the property of the animals owner at the time of the attack.

*Unreasonable Noise:* Nuisance noise from a dog is defined as barking or whining for more than 15-minutes in any 1-hour period. Excessive barking is barking that is persistent and occurs for an extended period of time or on a repeated basis. When determining if barking is a violation, consideration will be given to the time of day, duration and frequency of barking.

*Vaccinated animal:* Unless otherwise indicated, an animal vaccinated against rabies within the past twelve (12) months by a licensed veterinarian.

*Vaccination certificate:* means the certificate issued by a licensed veterinarian on a form approved by the Texas Department of State Health Services.

*Venomous reptiles:* Any venomous lizard (family helodermatidae), venomous marine snakes (hydrophiidae), rattlesnakes, pit vipers, and true vipers (viperidae), coral snakes, cobras, mambas (elapidae); or any crossbreeding of such species.

*Veterinarian:* a doctor of veterinary medicine who holds a valid license to practice his profession in the state.

*Veterinary Hospital or Clinic:* means any establishment maintained and operated by a licensed veterinarian for surgery, diagnosis, and treatment of disease and injuries to animals.

*Wild animals:* any poisonous or dangerous reptile, or any other animal which can normally be found in the wild state, not normally capable of being domesticated including, but not limited to, foxes, leopards, lions, lynx monkeys (nonhuman primates), panthers, raccoons, skunks and also includes offspring of domesticated canine and wild canine cross-breeds such as coyote or wolf hybrids. This shall apply regardless of duration of captivity.

*Zoonotic Disease:* shall mean an illness which is of animal origin and is transmissible to humans.

**Sec. 6-2 – Enforcement.**

The Waxahachie Animal Services Department shall be an office of the city and shall be in the charge of a person designated by the city manager as the Animal Services Department supervisor. The Animal Services Department and animal control officers shall be tasked with enforcing the provisions of this chapter and of state law related to the health, care, and safety of animals. The Animal Services Department and supervisor shall be overseen by, and subject to the authority of the Animal Services Department Commander.

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**Sec. 6-3 – Exemption of City officials from liability.**

All of the regulations provided in this chapter and the functions and duties of all officers, agents, servants, or employees of the city in the enforcement of this chapter are declared to be governmental and for the benefit, health, and welfare of the general public. Any city official or employee charged with the enforcement of this chapter, acting for the city in the discharge of his or her duties, shall not thereby render himself or herself personally liable by the performance of any act required or permitted in the discharge of his or her duties.

**Sec. 6-4 – Violations.**

- (a) Unless otherwise provided in this chapter, any violation, disobedience, omission, neglect, failure or refusal to comply with the enforcement of any of the provisions of this chapter shall be punishable by a fine not to exceed five hundred dollars (\$500.00) for each violation. Each day that a violation is permitted to exist shall constitute a separate offense.
- (b) Unless otherwise specifically required by this chapter or by state law, allegation and evidence of a culpable mental state is not required to prove a violation of any provisions of this chapter.
- (c) If allegation and proof of a culpable mental state is required to prove a violation of a provision of this chapter, a culpable mental state of “criminal negligence” is required.

**Sec. 6-5. – Parental responsibility.**

- (a) If an animal is owned or purported to be owned by an individual who is younger than seventeen (17) years of age, responsibility and liability for compliance with this chapter with respect to such an animal may be imposed on the parent, legal guardian, or other person who has the duty of control and reasonable discipline of the minor individual, as appropriate, regardless of whether the parent, legal guardian, or other person otherwise meets the definition of “owner” with respect to the animal at issue.
- (b) It shall be an affirmative defense to imposition of responsibility and liability under subsection (a), above, that the parent, legal guardian, or other persons establishes by a preponderance of the evidence that he or she made a reasonable good faith effort to ensure compliance with this chapter.

**Sec. 6-6. - Exemptions.**

- (a) Hospitals, clinics, and other premises operated by licensed veterinarians for the care and treatment of animals are exempt from the provisions of this article, except where expressly stated.
- (b) The licensing and vaccination requirements of this article shall not apply to any dog belonging to a nonresident of the city and kept within the city for no longer than thirty

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(30) days; provided, all such dogs shall at all times while in the city be kept within a building, enclosure, or vehicle or be under restraint by the owner.

**Sec. 6-7 – Inspection of animals and premises.**

The Animal Services Department Commander or their designee shall have the authority to inspect animals and/or premises. For purposes of discharging the duties imposed by the provisions of this chapter or other applicable laws, an animal control officer may enter upon private property to the full extent permitted by law.

**Sec. 6-8. - Abandonment of animals.**

It shall be unlawful for any person to abandon any animal within the corporate limits of the city.

**Sec. 6-9. - Public nuisance.**

(a) It shall be unlawful for any owner to keep or harbor any animal in a manner that permits, allows, causes, or constitutes a public nuisance. A public nuisance includes, but is not limited to, an owner failing to control or restrain, or otherwise allowing, either by conduct, omission, or conditions of premises, any animal:

- (1) (Noise) to cause a disturbance by excessive, continuous, untimely or *unreasonable* barking, howling, crowing or otherwise audible noise. Such noise, in excess of fifteen (15) minutes, shall be prima facie evidence of a public nuisance;
- (2) (Waste) to urinate or defecate upon any public place, building or right-of-way, or any private property not owned by them, unless the waste is immediately removed and properly disposed of by the owner; or
- (3) (Waste) to generate or accumulate waste on the owner's property, or the owner's failure to dispose of the animal's waste in a manner, to such a degree as to cause unsanitary, dangerous or offensive conditions that may injure public health or offend persons of ordinary sensibilities located in the vicinity of the property or the public at large; or
- (4) (Unsanitary Conditions) to accumulate, attract, or generate maggots, flies, odors or unsanitary conditions sufficient to offend persons of ordinary sensibilities located within the vicinity of the owner's property; or
- (5) (At Large/Running at Large) to be at large or running at large as defined in this Chapter; or
- (6) (Annoyance) to chase vehicles, molest, attack or interfere with other animals or persons on public property; or

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- (7) (Other) to otherwise act or fail to act in a manner in violation of this Chapter, except where otherwise provided.
- (b) A person disturbed by an animal noise near a private residence may file a complaint with the Animal Services department.
- (1) A complaint must include the name and address of the complainant, the exact address of the disturbance, the type of animal causing the disturbance and the times that the animal is causing the disturbance
  - (2) The animal control officer shall hand deliver or mail the owner or harbinger of the animal at issue a notice that a disturbance complaint has been received. If a notice has been mailed to the owner of the animal causing the disturbance, a copy of the letter will also be mailed to the complainant.
  - (3) If an owner or harbinger continues to allow their animal to cause a disturbance after seventy-two (72) hours, the complainant may file a complaint in writing with the municipal court.

**Sec. 6-10. - Female animals in heat.**

All female animals in heat (estrus) shall be confined in a building or secure enclosure on the owner's property or upon a leash and attended in such a manner that the animal cannot come into contact with a male animal except for planned breeding purposes.

**Sec. 6-11. – Dead animals.**

- (a) It shall be unlawful for any person to permit the carcass of any dead animal to be, or remain, upon any property under their control for more than twenty-four (24) hours after the death of the animal. This Section shall not apply to animals specifically slaughtered and/or appropriately stored for food, or prepared by a taxidermist for the purpose of display. The Waxahachie Animal Services Department Commander, or their designee shall in their sole discretion determine whether a carcass is subject to the above exception.
- (b) It shall be unlawful for any person to slaughter, skin or de-feather an animal within the city limits whereby such slaughter is in view of the public, unless such slaughter is done as part of a bona fide, licensed business. It shall further be unlawful for any person to butcher or display the carcass of an animal carcass actually cooking over a barbecue pit, or a dead animal being prepared by a taxidermist for display.
- (c) The animal control officer shall have the authority to take custody of and dispose of all deceased animals found on any roadway, street, highway, and/or public or private property where the owner cannot otherwise be identified or located.

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- (d) It shall be the specific responsibility of the owner of any livestock to have the live removed and properly disposed of within twenty-four (24) hours of the death of said livestock, consistent with state law.

**Sec. 6-12. - Disposition of injured or ill animals.**

Any animal that is found or impounded, regardless of the seventy-two-hour hold period, by the animal control officer, that does not have identification tags, that appears to be suffering from extreme injury or illness may be euthanized or given to a nonprofit humane organization for the purpose of veterinary medical care, as determined by the animal control officer.

**Sec. 6-13. - Unlawful possession.**

It shall be unlawful for any person to own, keep, possess, or harbor any animal in the city, except as provided in this article, and any failure, neglect, or refusal to comply with the provisions of this article or any act or omission contrary to the terms thereof shall be deemed a misdemeanor.

**Sec. 6-14. - Animal Care Guidelines.**

- (a) Provisions of food, shelter, and care. No person shall fail to provide his/her animal, as determined by the Animal Services Department, with sufficient good and wholesome food and water, proper shelter and protection from the weather, veterinary care when needed to prevent suffering, and with humane care and treatment.

- (b) Poisonous substances. No person shall knowingly expose any known poisonous substance, whether mixed with food or not, so that the same may be eaten by any pet or domestic animal.

- (c) Leaving animals in parked vehicles. It shall be unlawful to leave an animal in a standing or parked vehicle without providing the animal with adequate air and protection from the heat or cold. An animal left under such conditions may be impounded. Animal control officers/peace officers finding an animal being held in violation of this provision may cite the owner for violating this Ordinance, and/or use reasonable force to remove an animal from a vehicle whenever it appears the animal's health or safety is, or soon will be endangered, and said neglected or endangered animal shall be impounded and held pending a hearing. It shall be the responsibility of the animal's owner to repair any damage caused by the removal of the animal from the dangerous situation by the animal control officer or peace officer.

- (d) Leaving animals unattended. No person shall keep, harbor or allow an animal to remain for more than forty-eight (48) hours at a residential dwelling that does not have water service. It shall be a defense to prosecution under this subsection if the owner has arranged for regular care and feeding of the animal during the owner's absence at a residential dwelling that has functional water service.

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- (e) Sanitary standards. The owner of any animal allowed by this chapter to be kept in the city shall comply with following standards of sanitation for that animal:
  - (1) Remove manure and droppings from pens, stables, yards, cages and other enclosures, and handle or dispose of the excretions in such manner as to keep the premises free of any public nuisance.
  - (2) Remove all refuse on the premises and dispose of same by a means approved by the Waxahachie Animal Services department.
- (f) All above standards shall be interpreted and administered by the Animal Services Department in its sole discretion.

**Sec. 6-15. - Restraint of dog and other animals.**

- (a) It shall be unlawful for an owner or person in control of an animal to fail to keep the animal under restraint as defined in this chapter.
- (b) It shall be unlawful for any person to tie or tether an animal to a stationary object for a period of time or in a location so as to create an unhealthy situation for the animal or a potentially dangerous situation for a pedestrian as determined by an animal control officer. The terms "unhealthy situation" and "potentially dangerous situation" shall include, but not be limited to the following:
  - (1) To tether any animal in such a manner as to permit the animal access upon any public right-of-way;
  - (2) To tether any animal in such a manner as to cause the animal injury or pain or not to permit the animal to reach shelter, food and/or water or otherwise create an unsafe or unhealthy situation;
  - (3) To tether any animal in such as manner as to permit the animal to leave the owner's property;
  - (4) To tether any animal in an area that is not properly fenced so as to prevent any person or child from entering the area occupied by said animal;
  - (5) To tether any pet animal in a manner whereby the animal is subject to harassment, stings or bites from outdoor insects, or attacks by other animals;
  - (6) To tether any pet animal with a tether that is less than ten (10) feet in length;
  - (7) To tether any animal with a tether that is not equipped with swivel ends;
  - (8) To tether any animal in such a manner that does not prevent the animal from becoming entangled with any obstruction, from partially or totally jumping

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any fence, or from leaving part of its owner's property.

- (9) To fail to remove waste from the tethered area on a daily basis;
- (10) To tether any animal without using a properly fitted collar or harness;
- (11) To use choke-type collars to tether any animal; or
- (12) To use a tether that weighs more than one fifth (1/5) of the animal's body weight.

(c) These sections do not prohibit a person from walking a dog with a hand-held leash.

**Sec. 6-16. – Inhumane Treatments of Animals.**

- (a) The Animal Services Department shall utilize the authority granted by federal, state and local laws to lawfully seize and impound any animal if the public safety officer(s) has reason to believe that an animal has been, or is being cruelly treated, pending a hearing before any Justice of the Peace or any municipal court judge on the issues of cruelty and disposition of the animal. Seizure of the subject animal prior to receiving a warrant is hereby authorized if there is a reasonable belief that such a delay endangers the life or well-being of the animal, or would unreasonably prolong the suffering of the animal needing immediate attention. If the City officer personally witnesses a violation of any provision of this section occurring in plain view from or on public property or from private property where the officer has the permission of the owner or occupant to be, the officer may seize the animal without seeking issuance of a warrant even if doing so requires entering onto or into private property.
- (b) Animals shall be cared for, treated, maintained, and transported in a humane manner and not in violation of any provision of law, including federal, state, and local laws, ordinances, and administrative rules.
- (c) In addition, a person commits an offense if:
  - (1) A person other than a licensed veterinarian docks an animal's tail or removes dew claws of a puppy over five (5) days of age, or crops an animal's ears of any age;
  - (2) A person physically removes from its mother by selling, giving away, delivering, trading, or bartering any dog, cat, ferret, or rabbit less than six (6) weeks old or any other animal that is not yet weaned, except as advised by a licensed veterinarian;
  - (3) A person abandons or dumps any animal;
  - (4) A person who is in control of a motor vehicle that strikes a domestic animal fails to report the accident to the Waxahachie Animal Services department as

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soon as possible;

- (5) A person overdrives, overloads, drives when overloaded, or overworks any animal;
- (6) A person tortures, beats, mutilates, clubs, shoots or attempts to shoot with any air rifle, bow and arrow, slingshot, or firearm, or by any other means needlessly kills or injures any animal, wild or owned, within the limits of the city; except as law enforcement/animal control officers in the performance of their duties, or in the defense of one's self and/or one's property.
- (7) A person carries or transports an animal in any vehicle or conveyance in a cruel, inhumane, or unsafe manner or fails to effectively restrain such animal so as to prevent the animal from leaving or being accidentally thrown from the vehicle during normal operation of the vehicle or fails to restrain the animal so as to prevent infliction of bodily harm to passersby.
- (8) A person confines an animal in a parked or standing vehicle, a trailer, or an enclosure under such circumstances and for such a time as to endanger the animal's health, safety, or welfare. Public safety officers, including animal control officers, police officers, code compliance officers or members of the city's fire department may, after make a reasonable attempt to locate the animal's owner, remove the animal from a vehicle or enclosed space using any reasonable means, including breaking a window or lock. If professional services are required to remove the animal, the owner is responsible for the cost. Public safety officers, including animal control officers, police officers, code compliance officers or members of the city's fire department who removes an animal from a vehicle or enclosed space in accordance with this section are not liable for any resulting property damage.
- (9) A person forces, allows, or permits any animal to remain in its own filth;
- (10) A person keeps, shelters, or harbors any animal having a potentially life-threatening infestation of ticks, fleas, or other parasites, any other obvious life-threatening illness, or injury, or any other communicable illness transmissible to animal or human, without having sought and obtained proper treatment from a licensed veterinarian for such infestation or illness;
- (11) A person who knowingly owns, harbors, trains, sells, or offers for sale any animal that is to be used for the purpose of fighting; or to be trained tormented, badgered, or baited for the purpose of causing or encouraging said animal to attack human beings or animals when not provoked,
- (12) A person causes an animal to fight another animal or person;
- (13) A person fails to provide, at all times, his animal with adequate wholesome food

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and potable water, proper shelter and protection from inclement weather, and veterinary care when needed to prevent suffering;

- (14) A person, firm or corporation shall raise or kill a dog or cat for the skin or fur;
  - (15) A person, firm or corporation mutilates any animal, whether such animal is dead or alive. Medical or veterinary medical research, medical or veterinary medical necropsy, and biology class use of animals shall not be considered mutilation;
  - (16) A person, firm or corporation attaches a collar or harness to an animal that is of an inadequate size so that it restricts the animal's growth or causes damage to the animal's skin;
  - (17) A person shall engage or allow another to engage in any sexual act with an animal;
  - (18) A person who owns or is in control of an animal permits such animal to be at large within the City of Waxahachie;
  - (19) A person breeds or causes to be bred, any animal within the public view;
  - (20) A person creates, maintains, permits or causes a public nuisance, as defined in this chapter; or
  - (21) A person owns, keeps, harbors, or possesses horses, cattle, or other livestock in any manner that is a violation of this Ordinance.
  - (22) A person who creates, maintains, permits, or causes a public nuisance, as defined in this chapter.
- (d) This section shall not be interpreted to restrict the extermination of rats, mice, insects, other vermin, or any such animal deemed a nuisance by state law, through the use of traps, poisons, or other commercially available means when used in accordance with the manufacturer's directions as long as reasonable precautions are taken to ensure that no human, pet, or wild animal, other than the targeted species, comes into contact with the traps, poisons, or other means and that such use does not violate any other section of this Ordinance.
- (e) This section shall not be interpreted to restrict rodeos, 4H Clubs, or FFA Club activities and operations.
- (f) This section shall not be construed to prevent public safety officer(s), including animal control officers, police officers, code compliance officers or members of the fire department from euthanizing animals when authorized to do so by any statute, ordinance, or law, or when such action is in the interest of public health and safety.

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**Sec. 6-17 Inducement or Sale of Animals.**

- (a) It shall be unlawful for any person to give away any live animal as a prize or as an inducement to enter any contest, game, raffle, or other competition or an inducement to enter a place of business or to offer such animal as an incentive to enter into any business agreement whereby the offer was for the purpose of attracting trade.
- (b) It shall be unlawful for any person to sell, exchange, trade, barter, lease, rent, or give away any animal, or offer to do the same, from:
  - (1) Any roadside, public right-of-way, parkway, median, park, playground, swimming pool, other recreational area, or commercial or retail parking lot that is generally accessible by the public, regardless of whether such access is authorized or
  - (2) Any property to which the public has access that does not have a valid certificate of occupancy allowing the sale of animals on the property.
- (c) This section shall not be interpreted to restrict any animal from being offered for sale at auction, provided that such sale does not otherwise violate any other section of this chapter.
- (d) It is an affirmative defense to prosecution under this section that the person or entity is a: section shall not apply to a: veterinary clinic; animal hospital; animal shelter; animal welfare, rescue or adoption agency that is a registered non-profit entity in compliance with section 501(c)(3) of the Internal Revenue Code; bona fide zoological park; circus; educational institution; museum; licensed laboratory; public owned nature center; bona fide member of an educational or scientific association or society approved by the State or City director of health; persons holding permits from an agency of the State or the United States for the care and keeping of animals for rehabilitative purposes; animal establishment in compliance with the terms of this chapter; or individual caring for animals in his private residence in compliance with the terms of this chapter.
- (e) The Animal Services Department or public safety officers are authorized to investigate alleged violations of this section and issues citations for such violations.

**Sec. 6-18 Service Animals.**

- (a) A food service establishment, retail food store, or other entity regulated under this chapter may not deny a service animal admittance into an area of the establishment or store or of the physical space occupied by the entity that is open to customers and is not used to prepare food if:
  - (1) The service animal is accompanied and controlled by a person with a disability; or

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- (2) The service animal is in training and is accompanied and controlled by an approved trainer.
- (b) If a service animal is accompanied by a person whose disability is not readily apparent, for purposes of admittance to a food service establishment, retail food store, or physical space occupied by another entity regulated under this chapter, a staff member of the establishment, store, or entity may only inquire about:
- (1) Whether the service animal is required because the person has a disability; and
  - (2) What type of work the service animal is trained to perform.
- (c) In this section, "service animal" means a canine that is specially trained or equipped to help a person with a disability. An animal that provides only comfort or emotional support to a person is not a service animal under this section. The tasks that a service animal may perform in order to help a person with a disability must be directly related to the person's disability and may include:
- (1) Guiding a person who has a visual impairment;
  - (2) Alerting a person who has a hearing impairment or who is deaf;
  - (3) Pulling a wheelchair;
  - (4) Alerting and protecting a person who has a seizure disorder;
  - (5) Reminding a person who has a mental illness to take prescribed medication; and
  - (6) Calming a person who has post-traumatic stress disorder.

**Sec. 6-19 Placement and Baiting of Animal Traps.**

- (a) It shall be unlawful for any person to place or place and bait or to permit the placing or placing and baiting of any trap designed for trapping animals in any highway, alley or other public place within the corporate limits of the city unless specific permission by the Animal Services Department has been granted. However, nothing in this chapter shall prohibit a public safety officer from placing such traps on public or private property as may be necessary to capture animals running at large.
- (b) It shall be unlawful for any person to remove, alter, damage, or otherwise tamper with a trap or equipment belonging to or set out by the Animal Services Department.

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- (c) Residents of Waxahachie wishing to trap unwanted wildlife on personal private property may do so with the use of humane cage traps (these traps will NOT be provided by the City of Waxahachie). Any trapping program must have prior written approval of the land manager or owner, and notification of activities to the Animal Services Department. All removal of such animals will also not be provided by the City of Waxahachie. The resident must contact a wildlife removal company.
- (d) Any traps mentioned in this article found upon public property are hereby declared to be abandoned traps and any animal services officer is hereby authorized and directed to impound any such trap and process the same as abandoned property in accordance with the applicable provisions of this Code.
- (e) It shall be unlawful for any person to place or place and bait or to permit the placing or placing and baiting of any steel jawed trap (commonly known as a "bear trap", "wolf trap", "leg hold trap", or "coyote trap") within the corporate limits of the city.
- (f) No person shall place any substance or article that has in any manner been treated with any poisonous substance in any place accessible to human beings, birds, dogs, cats or other animals with the intent to kill or harm animals. This shall include, but is not limited to anti-freeze purposely left exposed to poison animals. This section, however, does not preclude the use of commercially sold poisons when applied in accordance with the manufacturer's directions for such use, in that person's residence, accessory structure or commercial establishment, provided that such use does not violate any other section of this chapter.

**Sec. 6-20. – Animal establishments.**

- (a) In addition to the other requirements of this Article, animal establishments must comply with the following minimum standards:
  - (1) Remove manure and droppings from pens, yards, cages, and other enclosures daily and handle or dispose of the excretions in such manner as to keep the premises free of any public nuisance.
  - (2) Place food in sanitary containers on sanitary surfaces.
  - (3) Remove all refuse on the premises and dispose of same by a means approved by the Animal Services Department.
  - (4) Such standards of sanitation shall be administered by the Animal Services Department.
- (b) It shall be unlawful for any animal establishment to fail or refuse to comply with any minimum standard set forth in this section.

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- (c) It shall be unlawful for an animal establishment to sell, trade, or give away a dog or cat, over three (3) months of age, unless the dog or cat has been vaccinated as required by this chapter.
- (d) It shall be unlawful for an animal establishment to give away any live animal as a prize or as an inducement to enter any contest, game, raffle, or other competition or an inducement to enter a place of business or to offer such animal as an incentive to enter into any business agreement whereby the offer was for the purpose of attracting trade.
- (e) It shall be unlawful for any animal establishment to sell, exchange, trade, barter, lease, rent, or give away any animal, or offer to do the same, from:
  - (1) Any roadside, public right-of-way, parkway, median, park, playground, swimming pool, other recreational area, or commercial or retail parking lot that is generally accessible by the public, regardless of whether such access is authorized or
  - (2) Any property to which the public has access that does not have a valid certificate of occupancy allowing the sale of animals on the property.
- (f) This section shall not be interpreted to restrict any animal from being offered for sale at auction, provided that such sale does not otherwise violate any other section of this chapter.
- (g) This section shall not apply to a: veterinary clinic; animal hospital; animal shelter; animal welfare, rescue or adoption agency that is a registered non-profit entity in compliance with section 501(c)(3) of the Internal Revenue Code; bona fide zoological park; circus; educational institution; museum; licensed laboratory; public owned nature center; bona fide member of an educational or scientific association or society approved by the State or City director of health; persons holding permits from an agency of the State or the United States for the care and keeping of animals for rehabilitative purposes; animal establishment in compliance with the terms of this chapter; or individual caring for animals in his private residence in compliance with the terms of this chapter.
- (h) The Animal Services Department or public safety officers are authorized to investigate alleged violations of this section and issues citations for such violations.
- (i) The Animal Services Department shall be permitted to inspect any animal establishment and all animals and the premises where such animals are kept at any reasonable time during normal business hours to ensure compliance with all provisions of this chapter.

**Sec. 6-21-6-25. – Reserved.**

(11)

## ARTICLE II. - DOGS AND CATS

### Sec. 6-26. – Dogs and cats running at large prohibited.

- (a) No person owning, possessing, or harboring any dog shall permit such dog to run at large within this city at any time.
- (b) It is unlawful for any person to permit any cat or dog owned, kept or harbored by any person which shall be infected with or suffering from any mange, distemper or contagious or dangerous disease to be or run at large in the city. Any cat or dog so found at large which shall be infected with or suffering from any mange, distemper, or contagious or dangerous disease shall be deemed a public nuisance and may be forthwith taken up and summarily destroyed at the expense and cost of the owner, keeper, or person harboring the cat or dog.
- (c) Any dog impounded for running at large shall be required to be re-vaccinated for rabies if the vaccine is not current within the previous twelve (12) months.
- (d) Animal control officers or other law enforcement officers shall have the power to impound animals which create an animal nuisance for the purpose of abating a nuisance and in cases where animal control officers have reason to believe an animal has been or is being cruelly treated, has rabies or exhibits other violations of law as follows:
  - (1) On public property, in all cases;
  - (2) On private property, if:
    - a. The consent of the resident or property owner is obtained,
    - b. The officer reasonably believes there is immediate and imminent danger or peril to the public if the animal in question is not impounded, or
    - c. Authorized by appropriate courts of law.
- (e) The officer has the right to pursue and apprehend animals running at large onto private property while enforcing the provisions of this chapter.
  - (1) Any animal observed by an animal control officer or peace officer to be in immediate danger, in the agent's or officer's opinion, may be removed from such situation by the quickest and most reasonable means available. It shall be the responsibility of the animal's owner to repair any damage caused by the removal of the animal from the dangerous situation by the animal control officer or peace officer.

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- (2) The animal control officer or peace officer may order the abatement of the conditions which are not in accordance with this ordinance, other applicable state or federal regulations or laws, or which otherwise constitute a nuisance. Failure to comply with the written notice constitutes grounds for the city to obtain any relief available to by law, including, but not limited to relief by injunction. Additionally, failure to comply with the written notice may subject the violator to administrative proceedings and criminal charges.

**Sec. 6-27. - Impounding of dogs and cats running at large.**

- (a) It is the duty of the enforcement agent to capture and impound such animals as are running at large or which are required to be impounded pursuant to other laws or ordinances or to protect public safety. Any officer or citizen of the city is authorized to take up and deliver in a humane manner to the Animal Services Department any animal that may be found running at large in the city.
- (b) The animal control officer/peace officer shall impound and quarantine all dogs, cats and other animals exposed to, suspected to be exposed to, or infected with rabies, whether the dog, cat or other animal to be impounded is at large, on a leash, or confined to its owner's premises. Any animal which a licensed veterinarian suspects of having rabies shall be humanely euthanized. Any animal exposed to a rabid animal shall be humanely euthanized or quarantined at the owner's expense for a period mandated by the Texas Department of State Health Services Zoonosis Control Division, not less than ten (10) days from the date of last known exposure.
- (c) The animal control officer/peace officer shall impound an animal at the request of a peace officer when the owner of the animal has been arrested, hospitalized, is missing, or has died, and there is no person present, eighteen (18) years of age or older, who will assume the legal responsibility of providing food, water and shelter for such animal.
- (d) Identification of impounded animals:
  - (1) The Animal Services Department, upon receiving an animal for impoundment, shall make a complete registry, including the species, breed, color and sex of such animal, whether it has traceable identification, and the time and place of taking custody. If the animal has traceable identification, he shall enter the name and address of the veterinary clinic, year, the number of the registration tag, and any other pertinent information. When kennel space allows, animals with traceable identification shall be kept separate from animals that do not have identification. All animals impounded shall be scanned with a microchip reader.
- (e) If, by registration tag, the owner of an impounded animal can be identified, the city enforcement agent shall, as soon as possible, notify the owner by telephone or mail,

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however it is the responsibility of the owner to visit the shelter before the expiration of the designated holding period to reclaim lost pets.

- (f) Impounded animals with no means of traceable identification shall be kept for not less than three (3) days, unless earlier reclaimed by the owner under acceptable conditions or earlier euthanized as allowed by this Ordinance. It is the responsibility of the owner to visit the shelter before the expiration of the designated holding period to reclaim lost pets.
- (g) Animals with any type of traceable identification shall be kept for not less than ten (10) days, or not less than three (3) days from the time the owner is notified of their animal being impounded, whichever is the shorter time period, unless earlier reclaimed by the owner under acceptable conditions or earlier euthanized as allowed by the Ordinance. If an animal has a tag that does not list the owner's phone number or address, and the person or business that is in possession of the owner's contact information will not release it to the animal control officer/peace officer, then for the purposes of this section it shall be the responsibility of that person or business to notify the owner of the animal being impounded, and the animal shall be held for three (3) days after the animal control officer/peace officer contacts the person or business in possession of the owner's contact information. It is the responsibility of the owner to visit the shelter before the expiration of the designated holding period to reclaim lost pets.
- (h) Retention of impounded animals:
  - (1) An animal impounded at the request of a peace officer as required by this Ordinance shall be kept for not less than ten (10) days unless earlier reclaimed by the owner under acceptable conditions or earlier euthanized as allowed by the Ordinance. It is the responsibility of the owner to visit the shelter before the expiration of the designated holding period to reclaim such pets.
  - (2) An impoundment period is not required for an animal voluntarily released to the animal control officer/peace officer by its owner.
- (i) Redemption of impounded animals:
  - (1) Any owner of an animal that has been impounded under this chapter who wishes to have it returned to him shall personally visit the animal shelter where it is impounded. Animal control officer/peace officer shall return the animal if the owner can provide sufficient proof of being the animal's owner and if such release will not impair the safety of the public or the animal. The owner of the animal must pay any and all fees set forth herein and must agree to abide by all of the requirements of this Chapter before the animal is returned. It is the responsibility of the owner to visit the shelter before the expiration of the designated holding period to reclaim lost pets.

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- (2) If an animal that requires a permit or registration is impounded by the animal control officer/peace officer for violating this chapter and the owner cannot prove that he is in possession of all required permit(s) or registration(s), the owner must meet all requirements of the required permit(s) or registration(s) and must purchase said permit(s) or registration(s) before the animal may be released from the animal shelter.
- (3) If an animal that requires a rabies vaccination is impounded by the animal control officer/peace officer for violating this chapter and the owner cannot prove that the animal has a current rabies vaccination, a citation for failing to vaccinate will be issued. The owner shall then have five (5) days to provide proof of obtaining a current rabies vaccination to the animal control officer or else he shall be cited again for violation of this Ordinance. Each subsequent day that passes after the five (5) day period shall be considered a separate offense. For the purposes of this section, a rabies tag alone is not sufficient proof of an animal's current rabies vaccination.

**Sec. 6-28. - Dogs defecating on public and private property.**

- (a) An owner, harborer, or other person having care, custody, or control of a dog commits an offense if he knowingly permits, or by insufficient control allows, the dog to defecate in the city on private property or on property located in a public place.
- (b) An owner, harborer, or other person having care, custody, or control of a dog commits an offense if he:
  - (1) Knowingly permits the dog to enter or be present on private property or on property located in a public place; and
  - (2) Fails to have in his possession materials or implements that, either alone or in combination with each other, can be used to immediately and in a sanitary and lawful manner both remove and dispose of any excreta the dog may deposit on the property, and/or fails to remove and dispose of, all excreta deposited on the property by the dog.
- (c) It is a defense to prosecution under subsection (a) that the owner, harborer, or other person having care, custody, or control of the dog immediately and in a sanitary and lawful manner removed and disposed of, or caused the removal and disposal of, all excreta deposited on the property by the dog.
- (d) It is a defense to prosecution under subsection (a) or (b) that:
  - (1) The property was owned, leased, or controlled by the owner, harborer, or person having care, custody, or control of the dog;

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- (2) The owner or person in control of the property had given prior consent for the dog to defecate on the property; or
- (3) The dog was being used in official law enforcement activities.
- (e) This section does not apply to a dog that is specially trained to assist a person with a disability and that was in the care, custody, or control of that disabled person at the time it defecated or was otherwise present on private property or on property located in a public place.

**Sec. 6-29. – Registration - Required for dogs.**

Every person owning, keeping, harboring or having custody of a dog over the age of four (4) months within the City of Waxahachie shall register the dog. Police dogs shall be exempt from the identification/registration fee; however they must be in compliance with all other provisions of this chapter. This section does not apply to animals temporarily within the city limits for a period not to exceed fourteen (14) days.

- (a) All dogs four (4) months of age or older must wear, or have implanted, traceable identification.
- (b) Any owner who fails to register a dog shall be deemed guilty of a misdemeanor.
- (c) No person may use any other identifying tags or microchips on an animal other than for which it was issued to.
- (d) The initial registration/microchipping of the animal is valid for the life of the animal. However, owners shall submit copies of annual rabies vaccinations to Animal Services.
- (e) Rabies vaccination certificates will be valid for one year from the date of vaccination as determined by the veterinarian that provided the vaccination. In order to be registered with the city each animal to be registered must have a valid rabies certificate

**Sec. 6-30. - Reserved.**

**Sec. 6-31. - Same—Vaccination certificate.**

No registration shall be issued under the provisions of this article unless a current certificate of vaccination for rabies, signed by a licensed veterinarian certifying that the dog to be licensed has been immunized, has been presented to the Animal Services Department.

**Sec. 6-32. - Reserved.**

**Sec. 6-33. - Same—Microchip.**

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Upon registration, the Animal Services Department shall implant a microchip in the animal that will identify the owner of the animal. It shall be unlawful for anyone, other than the owner, to remove such microchip from the dog for which issued or for anyone to implant the microchip to a dog for which such microchip was not issued.

**Sec. 6-34. - Reserved.**

**Sec. 6-35. - Authority.**

It shall be the duty of the animal control officers to seize and impound, subject to the provisions of this article, all dogs found in violation of the provisions of this article within this city, whether such dog shall be in the immediate presence of its owner or custodian or otherwise.

**Sec. 6-36. - Pound.**

The Animal Services Department shall provide and operate a shelter in which shall be impounded all dogs that may be found within this city contrary to the provisions of this article.

**Sec. 6-37. - Right of entry.**

(a) Animal Control officers/ peace officers are hereby authorized to enter upon any unfenced lot, tract, or parcel of land for the purpose of seizing and impounding any dog found thereon in violation of this article.

**Sec. 6-38. - Registry.**

The Animal Services Department shall, upon receiving any dog, make a complete registry, entering the breed, color, and sex of such dog, and the time of taking into custody, and if licensed he shall enter the name and address of the owner and the number of the license tag.

**Sec. 6-39. - Disposition of unredeemed dog or cat.**

Any dog or domesticated cat not redeemed within the applicable redemption period following impoundment may be disposed of by sale or destruction.

**Sec. 6-40. - Dog and cat sterilization.**

All adopted dogs and cats are required to be spayed or neutered prior to being adopted.

**Sec. 6-41. - Redemption by person other than owner.**

If the owner of any dog impounded under this article shall fail to redeem his dog within the time allowed for redemption, any other person may, upon complying with all provisions of this article, redeem such dog from the pound and be the lawful owner of such dog after the thirty-day redemption period pursuant to section 6-42 of this Code.

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**Sec. 6-42. - Redemption after sale.**

The owner of any impounded dog may, within thirty (30) days after such dog is sold, redeem the same from such purchaser by paying the purchaser the amount of the purchase price paid by him, and in addition thereto, the licensing fee and vaccination charge, if any were incurred, and in addition thereto the sum of one dollar (\$1.00) per day from the date of sale to the date of redemption. Upon the expiration of (30) days from the date the dog is sold the right of the owner to redeem such dog shall expire.

**Sec. 6-43. - Ownership of multiple dogs and cats.**

- (a) No person who resides on property less than one acre, shall keep or harbor more than four (4) dogs or cats, in any combination, inside/outside the residence; with exception to grooming parlors where no animals are kept overnight and veterinary clinics. Dogs or cats under three (3) months of age shall not be counted for the purpose of this section. Any person, firm, or corporation residing on property less than one acre that wants to keep more than four (4) dogs or cats and who does not possess a kennel permit, may procure a multiple pet ownership permit from the city. The permit, once issued, shall be a defense to the terms of this section. Such permit shall be issued through the Animal Services Department for an annual fee of fifty dollars (\$50.00) and shall be valid until January 1st and renewed after inspection by the Animal Services Department each and every January 1st thereafter. Any person, firm, or corporation residing on property more than one acre that wants to keep more than seven (7) dogs or cats must apply for a kennel permit, see section 6-45.
- (b) Such permit contemplated by this section may be revoked by the Animal Services Department if:
  - (1) The facilities, upon inspection, show that they are inadequate for the number of animals sought to be kept; or
    - a. Facilities shall be of sufficient size as to allow animals to move about freely. This shall apply to each animal kept. Size of the facility shall be in proportion to the size of each individual animal's height and weight;
    - b. Adequate food and water must be provided so that each and all animals kept shall be maintained in good health and free of malnutrition and/or dehydration;
    - c. The premises shall be kept in a sanitary condition and reasonably free of animal waste, parasites, insects, and flies that could be harmful to the animal's health and/or the health of the general public;

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- d. The premises must provide adequate protection from the common elements, i.e., rain, heat, cold.
- (2) The animals kept are causing a stench odor which is offensive to a person of ordinary sensibilities;
- (3) The animals are maintained in a manner which is dangerous to the health of the animals themselves or adjacent animals;
- (4) The animals are causing noise which is offensive or disturbing to a person of ordinary sensibilities on adjoining, adjacent, or neighboring premises;
- (5) Citations have been issued to permit holder for any violation of this section on two (2) separate occasions; or animals covered by the permit have been impounded on two (2) separate occasions.

**Sec 6-44 Feral cat management.**

- (a) The Waxahachie Animal Services is responsible for maintaining the registry of approved registered feral cat colony locations. Waxahachie Animal Services will assist registered caregivers in the management of registered feral colonies.
- (b) A feral cat colony can be registered when the Waxahachie Animal Services who determines that a volunteer caregiver(s) can meet the following minimum requirements:
  - (1) Regular feeding will be maintained throughout the year;
  - (2) Adult cats and kittens eight weeks of age will be neutered and vaccinated;
  - (3) Every attempt will be made to remove kittens from the colony before eight weeks of age for domestication and placement;
  - (4) Stray cats will be released or placed into the custody of the Waxahachie Animal services;
  - (5) Sick or injured cats will be removed from the colony for immediate veterinary care or humane euthanasia;
  - (6) Cats will be earmarked and micro chipped for recognition as members of a registered feral cat colony;
  - (7) Responsibility for managed feral cat colonies can be transferred, by written document, to another feral cat caregiver with the Waxahachie Animal Services approval only;

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- (8) Location of a feral cat colony requires the approval of property owner or owners and the Waxahachie Animal Services;
- (9) Relocation of a feral cat colony requires the approval of property owners and the Waxahachie Animal Services;
- (10) Cat caretaker assumes all responsibility of humane trapping, maintenance, and management of their approved registered colony;
- (11) Records of sterilization, vaccination, micro chipping, and animal identification will be provided to Waxahachie Animal Services upon request.
- (12) The Waxahachie Animal Services is authorized to issue citations, revoke registered cat colony permission, or issue citations to a feral cat caregivers or obtain a search and seizure warrant if there is probable cause to believe any requirements of this section are violated.

**Sec. 6-45. - Kennels.**

- (a) A kennel shall not be allowed until a kennel permit is issued by the city. The Animal Services Department shall determine, after inspection, whether or not such permit shall be issued. Grooming parlors where no animals are to be kept overnight and veterinary clinics shall not be considered kennels. No permit shall be issued for a kennel to operate within two hundred (200) feet of any residential dwelling and the following must be met:
  - (1) Must have a minimum of at least two (2) acres;
  - (2) All animals must have current vaccinations;
  - (3) Facilities shall be of sufficient size as to allow animals to move about freely. This shall apply to each animal kept. Size of the facility shall be in proportion to the size of each individual animal's height and weight;
  - (4) Adequate food and water must be provided so that each and all animals kept shall be maintained in good health and free of malnutrition and/or dehydration;
  - (5) The premises shall be kept in a sanitary condition and reasonably free of animal waste, parasites, insects, and flies that could be harmful to the animal's health and/or the health of the general public;
  - (6) The premises must provide adequate protection from the common elements, i.e., rain, heat, cold.
- (b) Such permits shall be valid until July 1st and renewed each and every July 1st thereafter. The permit fee shall be fifty dollars (\$50.00).

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- (c) Revocation or suspension of permit. Any kennel permitted under this chapter found to be in violation of any zoning law, health law, or any other applicable law of the City of Waxahachie or of the State of Texas, or that is maintained in such a manner as to be detrimental to the health, safety, or peace of mind of persons residing in the immediate vicinity, may have its kennel permit suspended or revoked without prior notice by the Animal Services Department.

**Secs. 6-46—6-50. - Reserved.**

### **ARTICLE III. - LIVESTOCK, FOWL, RABBITS, REPTILES**

**Sec. 6-51. - Running at large.**

- (a) The running at large within the city of cattle, horses, mules, jacks, jennets, sheep, goats, or other bovine, equine, caprine, ovine, porcine animals, ostriches, emus, or fowl is hereby prohibited and herein declared to be a nuisance; and anyone owning, controlling or having responsibility for the control of any of the above-named animals or fowl who knowingly permits such animals or fowl to run at large within the city shall be guilty of a misdemeanor. Any such animal found running at large within the corporate limits of the city may be impounded by the Animal Services Department or other law enforcement entities.

(b) Disposal.

- (1) In the event that ownership of the impounded livestock cannot be determined, and after being held for a period of three (3) days, the livestock may be impounded by the county sheriff's department. At such time the livestock shall become the responsibility of the county sheriff's department. Should the owner be located within the three-day period, the owner shall pay all required fees adopted by the city. The city, by this provision, intends to comply with any applicable provisions of state law relative to the impoundment of strays.
- (2) If impounded livestock are sold at public auction by the county sheriff's department, the county holding facility will apply such amount of the proceeds as necessary to satisfy the fees and costs incurred because of animal impoundment and auction, any fees and costs incurred by the city for impounding the livestock, restitution for any damage sustained by a property owner for said livestock having been at large, upon submission of a notarized affidavit and satisfactory proof of such damage. Upon payment of all fees, costs, and restitution, any remaining monies shall be returned to the owner of the livestock, upon submission of a sworn, notarized affidavit that the applicant was in fact the owner of the livestock immediately prior to the sale.

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**Sec. 6-52. - Fowl and rabbits.**

Any person raising or keeping fowl or rabbits in a residentially zoned area as defined by this Code must maintain them in a sanitary condition so as to not become offensive and/or cause a nuisance to the residents adjacent thereto; and are limited to:

- (a) Generally. The keeping of fowl such as roosters, ducks, turkeys, geese, peacocks, guineas, or other such loud fowl within the city limits, in any pen, coop or enclosure that is within one hundred fifty (150) feet of any residence (other than the owner's), business or school shall be prohibited.
- (b) Chickens. No person shall keep more than six (6) hens in an area zoned residential within the city, and shall be no closer than twenty five (25) feet to the nearest inhabited dwelling, other than that of the owner.
- (c) Pigeons. Pigeons shall be kept in an enclosure or coop that is located no closer than thirty (30) feet from any residential dwelling, other than that of the owner and no closer than fifty (50) feet from any swimming pool on an adjoining or adjacent lot.
  - (1) Supervised exercise. When an owner allows his pigeons to exercise outside of their enclosure or coop, he shall ensure that his pigeons do not roost on or about a neighbor's dwelling nor interfere with a neighbor's enjoyment of his property.
- (d) Rabbits and guinea pigs. Rabbits and guinea pigs shall be kept in a secure pen or enclosure that is at least thirty (30) feet from an inhabited dwelling, other than that of the owner. Rabbit and guinea pigs enclosures shall be of a design that prohibits waste material dropping to the ground and such construction and strength to keep such animal from running at large. It shall be unlawful for any person to knowingly be in possession of more than twelve (12) rabbits or guinea pigs, or combination of each, on any premises within the city.

**Sec. 6-53. - Livestock.**

- (a) Any person raising or keeping livestock in a residentially zoned area as defined by this Code is limited to:
  - (1) One livestock per first one-half ( $\frac{1}{2}$ ) acre and must keep the animal and the enclosure, shed, or pen no closer than twenty-five (25) feet from adjacent homes, excluding the home of the owner or keeper of the livestock.
  - (2) Two (2) livestock per first acre and must keep the animals and the enclosure, shed, or pen no closer than twenty-five (25) feet from adjacent homes, excluding the home of the owner or keeper of the livestock.

(11)

- (3) Parcels of two (2) or more acres may keep livestock so long as the livestock and the enclosures or pens are no closer than twenty-five (25) feet from adjacent homes, excluding the home of the owner or keeper of the livestock.
- (b) All persons having horses, or other livestock (as described in this section 6-1 of this code) must obtain a city permit by July 1st of each calendar year, which permits the keeping and maintaining of domestic livestock. Such permit shall grant the animal control officer permission to inspect at any reasonable time during the day the lot or parcel of land on which the horses and other livestock will be contained. Such permit may be revoked or withheld by the animal control officer if:
- (1) The facilities (both land and structures), upon inspection, show that they are inadequate for the number of animals sought to be kept. Such facilities must meet but not be limited to the following requirements:
    - a. Adequate food and water must be provided so that each and all animals kept shall be maintained in good health and free of malnutrition and/or dehydration;
    - b. The premises shall be kept in sanitary condition and reasonably free of animal waste, parasites, insects, and flies that could be harmful to the animals health and/or the health of the general public;
    - c. The premises must provide adequate protection from the common elements, i.e., rain, heat, cold.
  - (2) The animals kept were causing a stench odor which is offensive to a person of ordinary sensibilities;
  - (3) The animals are maintained in a manner which is dangerous to the health of the animals themselves or adjacent animals;
  - (4) The animals are causing noise which is offensive or disturbing to a person of ordinary sensibilities on adjoining, adjacent, or neighboring premises.
- (c) A property owner shall be permitted to maintain a horse or other livestock upon his or her property only if he or she is in the possession of a valid permit issued by the city. Revocation of a permit by the animal control officer will require removal of the animal(s) from the property owner's lot within twenty-four (24) hours.

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- (d) In the event that the animal control officer shall identify a violation of this section, the officer may cite the property owner for a misdemeanor violation rather than revoke the permit. At the time that the citation is issued, the animal control officer shall notify the property owner with a list in writing of the violations to be corrected. The animal control officer will re-inspect after ten (10) days to ensure the corrective action has been taken to resolve the violation. At such point in time the animal control officer determines the issuance of a citation has not produced corrective action to eliminate the violation(s) of this section, the animal control officer may revoke the permit.
- (e) If the permit for keeping and maintaining horses and other livestock has been revoked, the property owner must reapply for new permit by making application with the director of the environmental health department after meeting the criteria of this section. The animal control officer will reissue the permit providing that the previously identified violations have been fully corrected.
- (f) The authority of the animal control officer to allow re-issuance of a previously revoked permit shall be subject to the restriction that if any property owner's permit to maintain domestic livestock has been revoked three (3) times previously, it may not be reissued irrespective of subsequent corrective action taken by the property owner.

**Sec. 6-54. - Nonpoisonous Reptiles.**

- (a) Snakes. Nonpoisonous snakes that do not exceed six (6) feet in length at maturity may be kept in the city.
- (b) Lizards. Adult lizards that do not exceed three (3) feet in length at maturity may be kept in the city.

**Secs. 6-55—6-60. - Reserved.**

**ARTICLE IV. - DANGEROUS ANIMALS**

**DIVISION 1. - DANGEROUS ANIMALS OTHER THAN A DOG**

**Sec. 6-61. - Definitions.**

*Dangerous animal:* An animal, other than a dog, that:

- (1) Makes an unprovoked attack on a person that causes bodily injury and occurs in a place other than an enclosure in which the animal was being kept and that was reasonably certain to prevent the animal from leaving the enclosure on its own;

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- (2) Commits unprovoked acts in a place other than an enclosure in which the animal was being kept and that was reasonably certain to prevent the animal from leaving the enclosure on its own and those acts cause a person to reasonably believe that the animal will attack and cause bodily injury to that person; or
- (3) Has been declared dangerous by the Animal Services Department or municipal court pursuant to this Article.

*Secure enclosure:* A fence or structure of at least six (6) feet in height, forming or causing an enclosure suitable to prevent the entry of young children, and suitable to confine a dangerous animal in conjunction with other measures which may be taken by the owner. Such enclosure shall be securely enclosed and locked and designed with secure sides, top and bottom and shall be designed to prevent the animal(s) from escaping from the enclosure. The enclosure shall be posted with signs on all sides in four-inch letters warning of the presence of a dangerous animal and shall include a symbol of a dangerous animal understandable by young children.

**Sec. 6-62. - Finding of an animal, other than a dog, as "dangerous."**

- (a) A person learns that the person is the owner of a dangerous animal when:
  - (1) The owner knows of an attack as described in section 6-61, definition of "dangerous animal"; or
  - (2) The owner is informed by the animal services department that the animal is a dangerous animal.
- (c) If a person reports an incident described in section 6-61, definition of "dangerous animal," the animal services department may investigate the incident. If, after receiving the sworn statements of any witnesses, the animal services department determines that the animal is a dangerous animal, it shall notify the owner of that fact.
- (d) An owner, not later than the 15th day after the date the owner is notified that an animal owned by the owner is a dangerous animal, may appeal the determination of the animal services department to municipal court. An owner may appeal the decision of municipal court in the same manner as other appeals from municipal court.
- (e) An owner may appeal the decision of the municipal court to a court of competent jurisdiction in the same manner as state law provides for other appeals of similar cases from municipal court.

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**Sec. 6-62.1. - Requirements for owner of dangerous animal other than a dog.**

Not later than the 30th day after a person learns that the person is the owner of a dangerous animal, the person shall:

- (1) Register the dangerous animal with the city animal [care and] control authority;
- (2) Restrain the dangerous animal at all times on a leash in the immediate control of a person or in a secure enclosure as described in section 6-61, "secure enclosure";
- (3) Further secure the dangerous animal with a muzzle in a manner that will not cause injury to the animal nor interfere with its vision or respiration but shall prevent it from biting any person or animal when the dangerous animal is taken off the property of the owner for any reason;
- (4) Obtain liability insurance coverage or show financial responsibility in an amount of at least one hundred thousand dollars (\$100,000.00) to cover damages resulting from an attack by the dangerous animal causing bodily injury to a person and provide proof of the required liability insurance coverage or financial responsibility to the city animal [care and] control authority;
- (5) Provide the dangerous animal with a fluorescent yellow collar visible at fifty (50) feet in normal day light so that the animal can be identified;
- (6) Spay or neuter the dangerous animal;
- (7) Microchip the dangerous animal for its life with a national registry, and present proof to the Animal Services Department. The owner of the dangerous animal shall microchip the animal by implanting a microchip identification device on the animal within seven (7) calendar days after being notified by the Animal Services Department or by the municipal court that such animal is dangerous. The cost of the service shall be at the owner's expense;
- (8) Comply with any other restriction or requirement of the Animal Services Department, the municipal court, or state court.
- (9) Notwithstanding the above, if the Animal Services Department or municipal court finds that the animal made an unprovoked attack on another animal that caused bodily injury to the other animal and occurred in a place other than an enclosure in which the animal was being kept and that was reasonably certain to prevent the animal from leaving the enclosure on its own, then the Animal Services Department or municipal court may impose one or more of the requirements above.

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**Sec. 6-62.2. - Failure to comply with requirements.**

If the owner of an animal determined to be dangerous under this article fails or refuses to comply with all the requirements specified in this article, the animal shall be seized by the Animal Services Department and euthanized by the Animal Services Department or its authorized agent or a licensed veterinarian.

**Sec. 6-63. - Registration of a dangerous animal other than a dog.**

- (a) The city animal [care and] control authority shall annually register a dangerous animal if the owner presents proof of:
  - (1) Liability insurance or financial responsibility as required in section 6-62.1;
  - (2) Current rabies vaccination of the dangerous animal if such vaccination is available for the species;
  - (3) The secure enclosure in which the animal will be kept; and
  - (4) Payment of an annual registration fee of fifty dollars (\$50.00) to the city animal [care and] control division.
- (b) The animal [care and] control authority shall provide to the owner registering a dangerous animal a registration tag. The owner must place and maintain the tag on the animal's collar.
- (c) The owner of a dangerous animal shall notify the animal [care and] control authority within twenty-four (24) hours if the dangerous animal is at large, unconfined, has attacked a human being or another animal, has died, or has been sold or given away. If the animal has been sold or given away, the former owner shall provide the animal [care and] control office with the name, address, and telephone number of the new owner. If the new owner's address is in the city or if the animal is kept in the city, the animal [care and] control authority shall notify the new owner by certified mail, return receipt requested, or in person that the animal has been determined to be a dangerous animal and provide the new owner a copy of the requirements for a dangerous animal. The new owner must be given notice to comply with the requirements for owners of dangerous animals, if the animal is physically located for any time within the city. It shall be unlawful for new owners to fail to comply with any requirement of sections 6-62.1 and 6-63. The same reporting requirements are imposed on any and all subsequent owners of the dangerous animal.
- (d) If the owner removes the dangerous animal from the city limits, the owner not later than the fourteenth day after the move, shall provide the Animal Services Department with the physical address and telephone number where the animal will

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be kept, and the name of any person who will be caring for the if the owner will not be caring for the animal. The Animal Services Department shall notify the animal control authority in the area where the animal will be kept of the classification of the animal as dangerous.

- (e) If the owner sells the dangerous dog, the owner not less than the fourteenth day after the sale, shall provide the Animal Services Department with the physical address and telephone number where the dog will kept. The owner shall also notify the new owner or person who has care and control of the dog that they are keeping or owning a dog that has been declared dangerous. On presentation by the new owner of the dangerous dog's prior registration tag and payment of a fee of twenty-five dollars (\$25.00), the Animal Services Department shall issue a new registration tag to be placed on the dangerous dog's collar.

**Sec. 6-64. - Attack by dangerous animal other than a dog.**

- (a) A person commits an offense if the person is the owner of a dangerous animal other than a dog and the animal makes an unprovoked attack on a person outside the animal's enclosure and causes bodily damage to the person.
- (b) An offense under this section is a Class C misdemeanor. An attack that causes the death of or serious bodily injury to, or death of a person, in which event the offense is a Class A misdemeanor.
- (c) If a person is found guilty of an offense under this section, the court may order the dangerous animal destroyed by the Animal Services Department or licensed veterinarian.
- (d) In addition to criminal prosecution, a person who commits an offense under this section is liable for a civil penalty not to exceed five thousand dollars (\$5,000.00). The City may file suit in a court of competent jurisdiction to collect the penalty. Penalties collected under this section shall be retained by the City.

**Sec. 6-65 - Unlawful possession of a dangerous animal.**

It is hereby declared to be unlawful for any person to harbor, keep, or maintain a dangerous animal other than a dog in the city unless the owner complies with the requirements of this article.

**Sec. 6-66. - Violations.**

- (a) A person who owns or keeps custody or control of a dangerous animal commits an offense if the person fails to comply with section 6-62.1.
- (b) Violation of any section under this division is punishable by a fine not to exceed two thousand dollars (\$2,000.00).

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**Sec. 6-67. - Defense.**

It is a defense to prosecution under section 6-64 or section 6-65 that the person is a veterinarian, a peace officer, a person employed by a recognized animal shelter or person employed by the state or a political subdivision of the state to deal with stray animals, and that the person has temporary ownership, custody or control of the animal; provided, however, that for any person to claim under this section, that person must be acting within the course and scope of his or her official duties as regards to the dangerous animal.

**DIVISION 2. - DANGEROUS DOGS**

**Sec. 6-67. - Definitions.**

*Dangerous dog:* A dog that:

- (1) Makes an unprovoked attack on a person that causes bodily injury and occurs in a place other than an enclosure in which the dog was being kept and that was reasonably certain to prevent the dog from leaving the enclosure on its own;
- (2) Commits unprovoked acts in a place other than an enclosure in which the dog was being kept and that was reasonably certain to prevent the dog from leaving the enclosure on its own and those acts cause a person to reasonably believe that the dog will attack and cause bodily injury to that person; or
- (3) Has been declared dangerous by the Animal Services Department or municipal court pursuant to this Article.

*Secure enclosure:* A fence or structure of at least six (6) feet in height, forming or causing an enclosure suitable to prevent the entry of young children, and suitable to confine a dangerous animal in conjunction with other measures which may be taken by the owner. Such enclosure shall be securely enclosed and locked and designed with secure sides, top and bottom and shall be designed to prevent the animal(s) from escaping from the enclosure. The enclosure shall be posted with signs on all sides in four-inch letters warning of the presence of a dangerous animal and shall include a symbol of a dangerous animal understandable by young children.

**Sec. 6-67.1. - Dangerous dog incident.**

A dangerous dog incident means an incident in which the dog:

- (1) Makes an unprovoked attack on a person that causes bodily injury and occurs in a place other than an enclosure in which the dog is being kept and that was reasonably certain to prevent the dog from leaving the enclosure on its own; or

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- (2) Commits unprovoked acts in a place other than an enclosure in which the dog was being kept and that was reasonably certain to prevent the dog from leaving the enclosure on its own and those acts cause a person to reasonably believe that the dog will attack and cause bodily injury to that person.

**Sec. 6-67.2. - Reporting of incident.**

- (a) A person may report an incident described in section 6-67.1 of the City Code to the Animal Services Department.
- (b) The Animal Services Department shall provide a sworn report describing the dangerous dog incident to the Animal Services Department Commander.
- (c) The Animal Services Department Commander, or their designee, shall evaluate the case and determine whether to file a dangerous dog incident report with the municipal court (court). If such a report is filed, the court shall order the Animal Services Department –to seize the dog and the court shall issue a warrant authorizing the seizure. The Animal Services Department shall seize the dog and shall provide for the impoundment of the dog in secure and humane conditions until the court determines one of the following:
  - (1) That the dog is not a dangerous dog pursuant to section 6-67.4 of the Code;
  - (2) That the dog is a dangerous dog and the court or Animal Services Department finds the owner has complied with the ownership of a dangerous dog pursuant to section 6-67.6; or
  - (3) That the dog should be humanely destroyed or is deceased.
- (d) The Animal Services Department shall furnish written notice to the owner of the dog identified in the report to inform the owner that a dangerous dog report has been filed with the court. Notice shall be by hand delivery by a certified peace officer to the owner of the dog. If the owner cannot be located, notice shall be delivered to any adult at the dog owner's last known physical address or to any adult at the residence where the dog is believed to be kept, if at a location different than the owner's physical address. The notice shall also include a statement that the owner will be notified by the court of the date and time for a hearing pursuant to section 6-67.4.
- (e) If the court determines the dog to be a dangerous dog, the owner shall pay all costs and or fees assessed by the municipality related to the seizure and impoundment of the dog, including, but not limited to, boarding fees, microchip procedure, city license and rabies vaccination, and the cost of euthanasia of the dog if ordered by the court.

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**Sec. 6-67.3. - Dangerous dog investigation.**

The Animal Services Department Commander, or their designees, may investigate all reports of dangerous dog incidents. The Animal Services Department may accept sworn statements from all victims and witnesses to the attack.

**Sec. 6-67.4. - Failure to surrender dog.**

It shall be a separate violation of this division for any person to refuse or fail to surrender a dog subject to this article, or harbor, hide or secret, transport or secure the transport of a dog subject to this article, for the purpose of preventing its impoundment.

**Sec. 6-67.5. - Hearing for dangerous dog determination.**

- (a) The court, on receiving a report of an incident under section 6-67.1 shall set a time for a hearing to determine whether the dog is a dangerous dog. The hearing must be held not later than the tenth day after the date on which the dog is seized or delivered.
- (b) The court shall give written notice of the time and place of the hearing to:
  - (1) The owner of the dog or the person from whom the dog was seized;
  - (2) The person who made the complaint; and
  - (3) Any witnesses.
- (c) Any interested party, including the city attorney, is entitled to present evidence at the hearing.
- (d) The court shall issue its ruling within twenty-four (24) hours from the conclusion of the hearing.
- (e) Appeals from convictions under this statute shall be handled like other appeals from convictions in municipal court. During the appeal period, the dog shall remain in the custody, care and control of the Animal Services Department. If the appeal is ultimately unsuccessful, the owner of the dog shall be responsible for the dog's impoundment fees during the period the case was being appealed.

**Sec. 6-67.6. - Requirements for owners of a dangerous dog.**

- (a) In addition to the requirements under state law applicable to an owner of a dangerous dog, and not later than the fifteen day the person learns that they are the owner of a dangerous dog shall:

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- (1) Register the dangerous dog with the Animal Services Department and pay an annual registration fee of fifty dollars (\$50.00) to the Animal Services Department
- (2) Restrain the dangerous dog at all times on a leash in the immediate control of a person or in a secure enclosure as defined in section 6-67 with the requirement that the enclosure be posted with signs on all sides in four-inch letters warning of the presence of dangerous dogs and shall include a symbol of dangerous dogs understandable by young children;
- (3) Obtain and maintain liability insurance coverage or show financial responsibility in an amount of at least one hundred thousand dollars (\$100,000.00) to cover damages resulting from an attack by the dangerous dog causing bodily injury to a person and provide proof of the required liability insurance coverage or financial responsibility to the Animal Services Department.
- (4) Secure the dangerous dog with a muzzle in a manner that will not cause injury to the dog nor interfere with its vision or respiration but shall prevent it from biting any person or animal when the dangerous dog is taken off the property of the owner for any reason;
- (5) Provide the dangerous dog with a fluorescent yellow collar to be worn by the dog at all times and to be visible at fifty (50) feet in normal day light so that the dog can be identified;
- (6) Spay or neuter the dangerous dog;
- (7) Have a veterinarian shall implant a microchip identification device on the dog immediately after the court has ruled in a hearing pursuant to section 6-67.4 that such dog is dangerous. The dog's microchip shall be registered with a national registry. The cost of the service shall be at the owner's expense; and
- (8) Comply with any other restriction or requirement of the Animal Services Department or of the municipal court.
- (9) Notwithstanding the above, if the Animal Services Department or the municipal court finds that the dog made an unprovoked attack on another animal that caused bodily injury to the other animal and occurred in a place other than an enclosure in which the dog was being kept and that was reasonably certain to prevent the dog from leaving the enclosure on its own, then the Animal Services Department or the municipal court may impose one or more of the requirements above.

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- (b) The court, after determining that the dog is a dangerous dog, shall order the Animal Services Department to continue to impound the dangerous dog in secure and humane conditions until such time as:
  - (1) The court orders disposition of the dog and the dog is returned to the owner,
  - (2) The court orders disposition of the dog and the dog is thereby humanely destroyed, or
  - (3) The dog is deceased.
- (c) The court shall order the Animal Services Department to humanely destroy the dog if the court determines after notice and hearing that the owner has not complied with subsection (a). The court shall order the authority to return the dog to the owner if the owner has fully complied with subsection (a) either after a hearing or without a hearing based on the recommendation of the Animal Services Department that the owner has complied with subsection (a).
- (d) The owner may appeal the decision of the court by following the appropriate procedures for appeal of a decision of municipal court. During the appeal period, the dog shall remain in the custody, care and control of the Animal Services Department. If the appeal is ultimately unsuccessful, the owner of the dog shall be responsible for the dog's impoundment fees during the period the case was being appealed.
- (e) The Animal Services Department may, at their option, request the owner of a dangerous dog to show proof, on a quarterly basis, of compliance with this division. If the Animal Services Department determines that the owner of a dangerous dog has failed to comply with any requirement listed in subsection (a) above, the Animal Services Department shall issue notice of noncompliance to the owner of the dangerous dog and said owner shall deliver the dog immediately to the Animal Services Department.
- (f) If the Animal Services Department is not in receipt of the dog within forty-eight (48) hours after delivery of the notice, then the court shall order the Animal Services Department or his designee to seize the dog and the court shall issue a warrant authorizing the seizure. The Animal Services Department shall seize the dog and shall provide for the impoundment of the dog in secure and humane conditions. After the expiration of three (3) days, if the owner of the dangerous dog has not sufficiently presented proof to the Animal Services Department that he or she is in compliance with subsection (a), the Animal Services Department shall refer the case to the municipal court for notice and hearing.

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- (g) Upon proof to the court of the dangerous dog owner's noncompliance, the court shall enter, no later than the day of the hearing, a final order for the humane destruction of the dog.
- (h) The owner shall pay all costs and or fees assessed by the municipality related to the seizure and impoundment of the dog, including, but not limited to, boarding fees, microchip procedure, city license and rabies vaccination, and the cost of euthanasia of the dog if ordered by the court.
- (i) In addition to criminal prosecution, a person who commits an offense under this section is liable for a civil penalty not to exceed five thousand dollars (\$5,000.00). The City may file suit in a court of competent jurisdiction to collect the penalty. Penalties collected under this section shall be retained by the City.

**Sec. 6-67.7. - Dangerous dog registration.**

- (a) The city animal [care and] control authority shall annually register a dangerous animal if the owner presents proof of:
  - (1) Liability insurance or financial responsibility as required in section 6-67.6;
  - (2) Current rabies vaccination of the dangerous animal if such vaccination is available for the species;
  - (3) The secure enclosure in which the animal will be kept; and
  - (4) Payment of an annual registration fee of fifty dollars (\$50.00) to the city animal [care and] control division.
- (b) The animal [care and] control authority shall provide to the owner registering a dangerous animal a registration tag. The owner must place and maintain the tag on the animal's collar.
- (c) The owner of a dangerous animal shall notify the animal [care and] control authority within twenty-four (24) hours if the dangerous animal is at large, unconfined, has attacked a human being or another animal, has died, or has been sold or given away. If the animal has been sold or given away, the former owner shall provide the animal [care and] control office with the name, address, and telephone number of the new owner. If the new owner's address is in the city or if the animal is kept in the city, the animal [care and] control authority shall notify the new owner by certified mail, return receipt requested, or in person that the animal has been determined to be a dangerous animal and provide the new owner a copy of the requirements for a dangerous dog. The new owner must be given notice to comply with the requirements for owners of dangerous animals, if the animal is physically located for any time within the city. It shall be

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unlawful for new owners to fail to comply with any requirement of sections 6-67.7 and 6-67.8 The same reporting requirements are imposed on any and all subsequent owners of the dangerous animal.

- (d) If the owner removes the dangerous dog from the city limits, the owner not later than the fourteenth day after the move, shall provide the Animal Services Department with the physical address and telephone number where the dog will be kept, and the name of any person who will be caring for the dog if the owner will not be caring for the dog. The Animal Services Department shall notify the dog control authority in the area where the dog will be kept of the classification of the dog as dangerous.
- (e) If the owner sells the dangerous dog, the owner not less than the fourteenth day after the sale, shall provide the Animal Services Department with the physical address and telephone number where the dog will be kept. The owner shall also notify the new owner or person who has care and control of the dog that they are keeping or owning a dog that has been declared dangerous. On presentation by the new owner of the dangerous dog's prior registration tag and payment of a fee of twenty-five dollars (\$25.00), the Animal Services Department shall issue a new registration tag to be placed on the dangerous dog's collar.
- (f) The Animal Services Department shall publish a list including identifying information on all dogs determined dangerous in the city. The list must include the dangerous dog's address, description, pictures, microchip number, the owner's name, and any other pertinent information. This list must be publicly available at the Animal Services Department and on the animal services website.

**Sec. 6-67.8. - Unlawful possession of a dangerous dog.**

It is hereby declared to be a public nuisance that an owner or other person harbors, keeps, or maintains a dangerous dog in the city unless the owner complies with the requirements of this section, and state statutes regulating dangerous dogs.

**Sec. 6-67.9. - Violations.**

- (a) A person who owns or keeps custody or control of a dangerous dog commits an offense if the person fails to comply with any section of this division;
- (b) An offense under this section is punishable by a fine not to exceed two thousand dollars (\$2,000.00).

**Sec. 6-67.10. - Defenses.**

- (a) It is a defense to prosecution under this division that the person is a veterinarian, a peace officer, a person employed by a recognized animal shelter or person employed by the state or a political subdivision of the state to deal with stray

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animals and has temporary ownership, custody or control of the dog; provided, however, that for any person to claim a defense under this section, that person must be acting within the course and scope of his or her official duties with regard to the dangerous dog.

- (b) It is a defense to prosecution under this division that the person is an employee of the institutional division of the Texas Department of Criminal Justice or of a law enforcement agency and trains or uses dogs for law enforcement or corrections purposes; provided, however, that for any person to claim a defense under this section, that person must be acting within the course and scope of his or her official duties with regard to the dangerous dog.
- (c) It is a defense to prosecution under this division that the dog at issue is a trained guard dog in the performance of official duties while confined or under the control of its handler.

**Sec. 6-68. - Prohibition on owner of a dog determined dangerous by another jurisdiction.**

- (a) A person commits an offense if he owns a dog in the city that has been determined to be a dangerous dog by any other jurisdiction.

**Sec-6-69. – Dangerous dog owned or harbored by minor.**

If the owner of a dangerous dog is a minor, the parent or guardian of the minor is liable for all injuries sustained by any person or another animal in an unprovoked attack by the dog.

**Secs. 6-70. - 6-74. - Reserved.**

**ARTICLE V. – RABIES**

**Sec. 6-75. - Rabies vaccination.**

- (a) *Vaccinations required.*

(1) A person who owns, keeps, harbors or has custody of a dog, cat, or ferret over four (4) months of age must have said animal immunized against rabies by injection of anti-rabies vaccine by a licensed veterinarian.

(2) The same animal must receive a booster within the twelve (12) month interval following the animal's initial vaccination and receive a booster in every subsequent twelve month period.

(3) A person commits an offense if the person owns, keeps, harbors, or has custody of a dog, cat, or ferret that has not been immunized against rabies as required by this section.

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(b) Every owner of a dog, cat, or ferret immunized against rabies shall procure a rabies vaccination certificate from the veterinarian administering the vaccine and provide a copy of that certificate to the Animal Services Department.

**Sec. 6-76. - Obedience to officer.**

No person shall fail or refuse to surrender any animal for quarantine or destruction as required herein when demand is made therefore by the Animal Services Department.

**Sec. 6-77. - Reports of bite and scratch cases.**

It shall be the duty of every physician, or other medical practitioner, to report to the Animal Services Department the names and addresses of persons treated for a bite(s) or scratch(es) inflicted by an animal, together with such other information as will be helpful in rabies control.

**Sec. 6-78. - Reports by veterinarians.**

It shall be the duty of every licensed veterinarian in the county to immediately report to the Animal Services Department any animal considered by him to be a rabies suspect.

**Sec. 6-79.1. - When individual quarantine required – examinations.**

Every animal which, upon examination from a licensed veterinarian, demonstrates symptoms that reasonably could indicate rabies, shall be quarantined at the direction of the Animal Services Department for a period of ten (10) days, and shall not be released from such quarantine except by written permission of the Local Rabies Control Authority or the designees of the Animal Services Department. At the discretion of the Local Rabies Control Authority, such quarantine may be on the premises of the owner, at the shelter designated as the city animal shelter or at the owner's option and expense, in a veterinary hospital of his choice. In the case of stray animals, or in the case of animals whose ownership is not known, such quarantine shall be at the shelter designated as the city animal shelter.

**Sec. 6-79.2 – When individual quarantine required – bites and scratches.**

Every animal which bites or scratches a person shall be promptly reported to the Animal Services Department and shall thereupon be securely quarantined at the direction of the Animal Services Department for a period of ten (10) days, and shall not be released from such quarantine except by written permission of the Local Rabies Control Authority or the designees of the Animal Services Department. At the discretion of the Local Rabies Control Authority, such quarantine may be on the premises of the owner, at the shelter designated as the city animal shelter or at the owner's option and expense, in a veterinary hospital of his choice. In the case of stray animals, or in the case of animals whose ownership is not known, such quarantine shall be at the shelter designated as the city animal shelter.

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**Sec. 6-80. - Duties of owner.**

The owner upon demand by the Animal Services Department shall forthwith surrender any animal, which has bitten or scratched a human, or which is suspected as having been exposed to rabies, for supervised quarantine, the expense of which shall be borne by the owner. Such animal may be claimed by the owner if it is judged free of rabies, upon payment of fees set forth in section 84 and if a dog, upon compliance of licensing provisions set forth in section 6-62 et seq.

**Sec. 6-81. - Pathological examination of suspected rabid animal.**

When rabies has been diagnosed in an animal under quarantine, or rabies suspected by a licensed veterinarian, and the animal dies while under such observation, the Animal Services Department shall immediately send the head of such animal to the state health department for pathological examination and shall notify the proper public health officer of reports of human contacts and the diagnosis.

**Sec. 6-82. - Authorization for citywide quarantine.**

- (a) When the report indicates a positive diagnosis of rabies, the Local Rabies Control Authority may order an area wide quarantine for a period of sixty (60) days, and upon the invoking of such quarantine, no animal shall be taken into the streets, or permitted to be in the streets during such period of quarantine. During such quarantine, no animal may be taken or shipped from the city without written permission of the Local Rabies Control Authority.
- (b) During the quarantine period, and as long afterward as he decides it is necessary to prevent the spread of rabies, the Local Rabies Control Authority may require that all animals, three (3) months of age and older, shall be vaccinated against rabies. All vaccinated animals shall be restricted (leashing or confinement on enclosed premises) for thirty (30) days after vaccination. During the quarantine period, the Local Rabies Control Authority is hereby empowered to provide for a program of mass immunization by the establishment of temporary emergency rabies vaccination clinics strategically located through the area of the health jurisdiction.

**Sec. 6-83. - Disposition of bitten or scratched animals.**

Animals bitten or seriously scratched by a known rabid animal shall be immediately destroyed. If the owner is unwilling to destroy the exposed animal, and the animal does not have current rabies vaccination, three (3) vaccinations and strict isolation of the animal in a kennel for ninety (90) days shall be enforced. If the animal has been previously vaccinated, within time limits established by the public health service based on the kind of vaccination used, revaccination and restraint (leashing and confinement) for forty-five (45) days shall be carried out.

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**Sec. 6-84. - Disposition of rabid animals.**

The Local Rabies Control Authority shall direct the disposition of any animal found to be infected with rabies.

**Sec. 6-85. - Killing rabid animals.**

No person shall kill or cause to be killed, any rabid animal, any animal suspected of having been exposed to rabies, or any animal biting a human, except as herein provided, nor remove the same from the city without written permission from the Local Rabies Control Authority.

**Sec. 6-86. - Surrender of carcass of dead animal.**

The carcass of any dead animal exposed to rabies shall upon demand be surrendered to the Animal Services Department.

**Secs. 6-87—6-89. - Reserved.**

**ARTICLE VI. - PROHIBITED ANIMALS**

**Sec. 6-90. - Keeping of swine.**

- (a) It shall be unlawful for any person other than a veterinarian to keep any live swine within the city limits, except in the hereinafter-named locations, for a longer period than twenty-four (24) hours.
- (b) The following locations are authorized for the keeping of hogs or swine:
  - (1) The campus and grounds of WISD Agriculture Farm.
  - (2) Any event within the city limits when hogs are kept thereon for exhibition purposes.
  - (3) All hog pens, barns, stables and other facilities shall meet the requirements of the city building code, zoning ordinance, and the general design standards, specifications, and operating procedures for animal establishments

**Sec. 6-91. - Keeping of bees.**

It shall be unlawful for any owner, person, or beekeeper to keep any colonies in such a manner or of such disposition as to cause any unhealthy condition, interfere with the normal use and enjoyment of human or animal life of other, or interfere with the normal use and enjoyment of any public property or property of others.

**Sec. 6-92. - Wild animals and venomous reptiles.**

- (a) The ownership, harboring, possession, confinement, care, or transportation of dangerous wild or wild-hybrid animals, venomous reptiles, or otherwise prohibited animals within the city limits of the City of Waxahachie.
- (b) Dangerous wild or wild-hybrid animal includes: lion; tiger; ocelot; cougar; leopard; cheetah; jaguar; bobcat; lynx; serval; caraca; hyena; bear; coyote; jackal; baboon; chimpanzee; orangutan; gorilla; spider monkey; lemur; venomous reptiles; or any hybrid of an animal listed above.
- (c) This prohibition does not apply to:
  - (1) A county, municipality, or agency of the state or any agency of the United States or an agent or official of a county, municipality, or agency acting in an official capacity;
  - (2) A research facility, as that term is defined by Section 2(e), Animal Welfare Act (7 U.S.C. Section 2131), and its subsequent amendments, that is licensed by the Secretary of Agriculture of the United States under that Act;
  - (3) An organization that is an accredited member of the American Zoo and Aquarium Association;
  - (4) An injured, infirmed, orphaned, or abandoned dangerous wild animal while being transported for care or treatment;
  - (5) An injured, infirmed, orphaned, or abandoned dangerous wild animal while being rehabilitated, treated, or cared for by a licensed veterinarian, an incorporated humane society or animal shelter, or a person who holds a rehabilitation permit issued under Subchapter C, Chapter 43, Parks and Wildlife Code;
  - (6) A dangerous wild animal owned by and in the custody and control of transient circus company that is not based in the state if;
    - a. The animal is used as an integral part of the circus performances; and
    - b. The animal is kept within this state only during the time the circus is performing in this state or for a period not to exceed thirty (30) days while the circus is performing outside the United States;

(11)

- c. A dangerous wild animal while in the temporary custody or control of a television or motion picture production company during the filming of a television or motion picture production in this state;
  - d. A dangerous wild animal owned by and in the possession, custody, or control of a college or university solely as a mascot for the college or university;
  - e. A dangerous wild animal while being transported in interstate commerce through the state in compliance with the Animal Welfare Act (7 U.S.C. Section 2131 et seq.) and its subsequent amendments and the regulations adopted under that Act;
  - f. A nonhuman primate owned by and in the control and custody of a person whose only business is supplying nonhuman primates directly and exclusively to biomedical research facilities and who holds a class "A" or class "B" dealers license issued by the Secretary of Agriculture of the United States under the Animal Welfare Act (7 U.S.C. Section 2131 et seq.) and its subsequent amendments; and
  - g. A dangerous wild animal that is owned by or in the possession, control, or custody of a person who is a participant in a species survival plan of the American Zoo and Aquarium Association for that species; and an integral part of that species survival plan.
- (d) This prohibition shall also not be construed to apply to zoological parks, performing animal exhibitions or circuses.
- (e) Civil penalty:
- (1) A person who violates this section is liable for a civil penalty of not less than two hundred dollars (\$200.00) and not more than two thousand dollars (\$2,000.00) for each animal with respect to which there is a violation and for each day the violation continues.
  - (2) The City may sue to collect a civil penalty. A civil penalty collected under this subsection may be retained by the City.
  - (3) The City may also recover the reasonable costs of investigation, reasonable attorney's fees, and reasonable expert witness fees incurred by the animal registration agency in the civil action. Costs or fees recovered under this subsection shall be credited to the operating account from which payment for the animal registration agency's expenditures were made.

(11)

**Secs. 6-93, 6-94. - Reserved.**

**ARTICLE VII. - FEES**

**Sec. 6-95. - Fee for registration.**

The applicant for the registration required by this division shall pay to the Animal Services Department the sum of five dollars (\$5.00) as a registration fee for each dog. The fee will be waived if the dog is already microchipped.

**Sec. 6-96. - Animal turn-in fee.**

Anyone turning in any animal to the Waxahachie Animal Facility shall be charged the following fees;

Impound	\$20.00
Euthanasia	\$40.00
Animal Disposal	\$10.00
Rabies Testing (Austin)	\$100.00
Quarantine (10 days) to be paid up front.	\$150.00

**Sec. 6-97. - Adoption fees.**

(a) *Dogs.*

- (1) Under three (3) months of age ... \$20.00\* and must agree to a sterilization contract.
- (2) City Registration ... \$5.00\* (If a city resident)
- (3) Over three months of age ... \$82.00\*  
(includes sterilization, wellness shots, rabies shot)

(b) *Cats.*

- (1) Under three months ... \$ 20.00\* and must agree to a sterilization contract.
- (2) Over three months of age ... \$54.00\*  
(includes sterilization, wellness shots, rabies shots)

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**Sec. 6-98. - Impoundment fees**

- (a) *Quarantine animals.*
  - (1) Impoundment fee ... \$ 20.00
  - (2) Board per day ... \$7.00
  - (3) Registration, as required ... \$5.00
  
- (b) *Redemption of impounded dog.*
  - (1) *First offense:*
    - a. Must sign an Owner Reclamation Agreement
    - b. Impoundment fee ... \$20.00
    - c. Board per day ... \$5.00
    - d. Registration, as required ... \$5.00
    - e. Rabies, as required ... \$0.00
  
  - (2) *Second offense:*
    - a. Must sign an Owner Reclamation Agreement and animal must be spayed or neutered at the owner's expense prior to reclaiming the animal
    - b. Impoundment fee ... \$40.00
    - c. Board per day ... \$5.00
    - d. Registration, as required ... \$5.00
    - e. Rabies, as required ... \$0.00
  
  - (3) *Third offense:*
    - a. Must sign an Owner Reclamation Agreement
    - b. Impoundment fee ... \$80.00
    - c. Board per day ... \$5.00

(11)

- d. Registration, as required ... \$5.00
- e. Rabies, as required ... \$0.00

(4) *Fourth or subsequent offenses:*

- a. Must sign an Owner Reclamation Agreement
- b. Impoundment fee ... \$160.00
- c. Board per day ... \$5.00
- d. Registration, as required ... \$5.00
- e. Rabies, as required ... \$0.00
- f. Upon a fourth or subsequent offense, the animal may be declared a public nuisance resulting in the mandatory removal of the animal from the city.

**Secs. 6-99, 6-100. - Reserved.**

**ARTICLE VIII. - ANIMAL CARE ADVISORY COMMITTEE**

**Sec. 6-101. - Created.**

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

**Sec. 6-102. - Composition.**

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

- (a) One (1) licensed veterinarian;
- (b) One (1) county or municipal official;
- (c) One (1) person whose duties include the daily operation of an animal shelter;  
and
- (d) One (1) representative from an animal welfare organization.

**Sec. 6-103. - Appointment.**

The members of the committee shall be appointed by the city council.

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**Sec. 6-104. - Purpose and authority.**

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. 6-105. - Compensation.**

The members of the committee shall serve without compensation.

**Sec. 6-106. - 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 (2) 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. 6-107. - 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. 6-108. - Meetings.**

The committee shall meet at least three (3) times per year, or as specified by the Texas Health and Safety Code, if amended.

**Sec. 6-109. - 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.

**Secs. 6-110, 6-115. - Reserved.**

(11)

PASS, APPROVED, AND ADOPTED ON THIS THE 7th day of October, 2019.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Secretary

(12)



## Memorandum

To: Honorable Mayor and City Council  
From: Tommy Ludwig, Assistant City Manager  
Thru: Michael Scott, City Manager  
Date: October 4, 2019  
Re: Bid Award –Grove Creek Force Main and Gravity Outfall Sewer Line Project

On Monday, October 7<sup>th</sup>, 2019 a bid award associated with construction of the Grove Creek Force Main and Gravity Outfall Sewer Line Project will appear before the City Council in an amount of \$1,259,128.75. Circle H Contractors, LP was the lowest responsive bidder of seven proposers and was approximately \$100,000 below the engineer's estimate of probable cost. This project is a planned expense and was included in the FY 2018-19 Bond Sale.

As a reminder, this project will install approximately 2,800 L.F of new 18" diameter re-directed force main and approximately 4,500 linear feet of 24 inch diameter gravity sewer line will be constructed from the Grove Creek Lift Station, south to Broadhead Road, connecting to the new Cole Creek Trunk Sewer Line. This will convey current and future wastewater flows from the Grove Creek Lift Station. The project funding will be from the 2018-19 FY wastewater bond funds.

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

Tommy Ludwig

(18)



**BIRKHOFF, HENDRICKS & CARTER, L.L.P.**  
**PROFESSIONAL ENGINEERS**

11910 Greenville Ave., Suite 600

Dallas, Texas 75243

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JOSEPH T. GRAJEWSKI, III, P.E.  
DEREK B. CHANEY, P.E., R.P.L.S.  
CRAIG M. KERKHOFF, P.E.  
JUSTIN R. IVY, P.E.

September 23, 2019

**TRANSMITTED VIA EMAIL**

Mr. David Bailey  
Director of Utilities  
City of Waxahachie  
P.O. Box 757  
Waxahachie, Texas 75168

Re: Grove Creek Force Main and Outfall Gravity Sewer  
(CIP Project WW-5B; Waxahachie Project No. 18-005)  
Bid Award Recommendation

Dear Mr. Bailey

We have checked the bids received at 11:00 a.m., September 17, 2019, for the Grove Creek Force Main and Outfall Gravity Sewer project. Seven contractors submitted bids on this project. We are enclosing three (3) copies of the Bid Summary and Bid Tabulation for the City's reference and files.

Circle H Contractors, L.P. of Midlothian, Texas submitted the low bid in the amount of \$1,259,128.75. We are familiar with the capabilities and previous work history of Circle H Contractors, L.P., and they have a record of satisfactory completed similar projects for the City of Waxahachie, including:

- F.M. 875 Sanitary Sewer Relocation (Completed 2016)
- Northwest Trunk Sewer Capacity Improvements (Completed 2013)
- Grand Avenue Lift Station Relief Sewer (Completed 2013)

Accordingly, based on the information we have available to us, we recommend that the City accept the bid from Circle H Contractors, L.P. and award them a construction contract in the amount of \$1,259,128.75 for the Grove Creek Force Main and Gravity Outfall Sewer project.

We are available to discuss our recommendation further at your convenience.

Sincerely,

Derek B. Chaney, P.E., R.P.L.S.

Enclosures

cc: Mr. Tommy Ludwig  
Mr. James Gaertner, P.E, CFM

(18)

**CITY OF WAXAHACHIE, TEXAS**  
**Grove Creek Force Main & Gravity Outfall Sewer**  
**Final Submittal for Bidding**

**BID SUMMARY**

**Bids Received Until 11:00 a.m., Tuesday, September 17, 2019**

<b><u>Contractor</u></b>	<b><u>Total Amount Bid</u></b>
1. Circle H Contractors, LP PO Box 220 Midlothian, TX 76065	\$ <u>1,259,128.75</u>
2. BRCT LLC DBA BLACKROCK CONSTRUCTION 1475 Heritage Parkway, Suite 113 Mansfield, TX 76063	\$ <u>1,364,630.00</u>
3. Interstate Pipeline Utility Construction, LLC PO Box 152957 Dallas, TX 75315	\$ <u>1,578,225.00</u>
4. Joe Funk Construction, Inc. 11226 Indian Trail Dallas, TX 75229	\$ <u>1,626,510.48</u>
5. Blue Star Utilities <sup>A, B</sup> 2900 Chambers St. Venus, TX 76084	\$ <u>1,704,685.40</u>
6. Mountain Cascade of Texas, LLC. 11729 East FM 917 Alvarado, TX 76009	\$ <u>1,727,649.00</u>
7. Dowager Utility Construction, Ltd 2464 Manana Drive Dallas, TX 75220	\$ <u>2,025,119.00</u>

<sup>A</sup> *Legal amount of pricing missing on Proposal Form*

<sup>B</sup> *Missing one or more required form(s)*

(13)



## Memorandum

To: Honorable Mayor and City Council

From: Ricky Boyd, Fire Chief

Thru: Michael Scott, City Manager

Date: October 2, 2019

Re: Resolution for 2019 Assistance to Firefighters Grant Application

---

Honorable Mayor and Council,

As you probably know, we use self-contained breathing apparatus (SCBA) to enable our personnel to operate safely in dangerous environments. Currently, we have 45 SCBAs. Over the last 3 fiscal years, we have spent \$14,562 in repairs on a total of 43 of them. It will soon be difficult to get parts to make repairs on these units. As such, we need to start the process of replacing our SCBAs.

The Assistance to Firefighters Grant (AFG) Program offers several types of grants to fire departments designed to improve our capabilities. One such grant, the Operations and Safety Grant, provides matching funds for firefighting equipment. Of these 45 units, 32 are eligible for replacement under this grant at an estimated cost of \$275,000. For the last several years, the AFG's portion of the grant has been 90% with a City match of 10%.

The application period for this grant is expected to open in December. Once it does, we will have approximately 35 days to apply for the grant. Therefore, at this time, we respectfully request your approval to apply for the 2019 AFG Equipment and Safety Grant when it opens so that we will have sufficient time to complete and submit the application.

(13)

I want to stress the fact that this is only a request to submit an application for the grant. If awarded, the City may choose to accept or decline the grant. As such, this is not a request for a commitment of the City's cost share of the grant at this time.

In closing, I respectfully request your approval of the accompanying resolution so that we may apply for the 2019 AFG Equipment and Safety Grant. Your consideration in this matter is greatly appreciated.

Respectfully,

A handwritten signature in blue ink that reads "Ricky Boyd". The signature is stylized, with the first name "Ricky" written in a cursive-like font and the last name "Boyd" written in a more blocky, slightly cursive font.

Ricky Boyd, Fire Chief

(13)

**RESOLUTION NO.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WAXAHACHIE, TEXAS, APPROVING SUBMISSION OF GRANT APPLICATION TITLED "OPERATIONS AND SAFETY" TO THE ASSISTANCE TO FIREFIGHTERS (AFG) GRANT PROGRAM**

**WHEREAS,** The City of Waxahachie finds it in the best interest of the citizens of Waxahachie that Waxahachie Fire-Rescue improve services by replacing 32 of its outdated self-contained breathing apparatus (SCBAs); and

**WHEREAS,** The City of Waxahachie agrees to fund its cost share if awarded and accepts the grant; and

**WHEREAS,** The City of Waxahachie agrees to adhere to all program guidelines if awarded and accepts the grant; and

**WHEREAS,** The City of Waxahachie agrees that in the event of loss or misuse of the AFG funds, City of Waxahachie assures that the funds will be returned to the AFG in full; and

**WHEREAS,** The City of Waxahachie designates the Chief of Waxahachie Fire-Rescue as the grantee's authorized official who as such is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency; and

**NOW, THEREFORE, BE IT RESOLVED,** that the City Council of the City of Waxahachie approves submission of the grant titled "Operations and Safety" to the Assistance to Firefighters Grant Program for the 2019 grant period.

**APPROVED** this 7<sup>th</sup> day of October, 2019.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Secretary